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ABSTRACT

The collective bargaining agreement between Kent State University and the United Faculty Professional Association covering the period August 19, 1984-September 16, 1987 is presented. The association is a chapter (810 members) of the American Association of University Professors (AAUP). Items covered in the agreement include: recognition of the association and dues deduction, management rights, governance, grievance and appeals procedure, sanctions for cause, faculty workload, retrenchment, promotion and tenure, salaries and benefits, no strike/lockout, association rights, and notification of nonreappointment and resignation. Appendices provide: information on university policy on faculty promotion, tenure, and teaching; a fall 1984 overload and summer salary schedule by rank; statements of negotiation and decertification procedures; and an amendment effective August 21, 1983 that covers salaries and benefits. (SW)

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Collective Bargaining Agreement

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UNITED FACULTY
PROFESSIONAL ASSOCIATION

HE018442

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Negotiations	Charles Dayton

Reprinted January 1985 by United Faculty Professional Association

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Collective Bargaining Agreement

THIS AGREEMENT is made and entered into this 26th day of July, 1978, effective as of September 16, 1978, by and between KENT STATE UNIVERSITY (hereinafter called the "University") and the UNITED FACULTY PROFESSIONAL ASSOCIATION (hereinafter called the "Association").

Intent and Purpose

The parties to this Agreement desire to establish and maintain an atmosphere of mutual understanding and cooperation that will promote to the fullest extent the basic purposes of Kent State University. The parties endorse the University's commitment to the achievement of optimal conditions of intellectual discovery, human development, and responsible social change and recognize that it can best realize these goals within an atmosphere of freedom and fairness. To these ends the parties reaffirm their belief in the moral and legal principles supporting a University environment free of decisions and judgments based on race, color, religion, sex, age, handicap, or national origin. The University must remain a place where there exists the right freely to inquire, teach, discuss, publish, and disseminate the results of inquiry. To these ends the parties support and pledge themselves to abide by the concepts of non-discrimination and academic freedom.

The parties have endeavored to produce in this Agreement a document which is completely in keeping with these principles. The parties commit themselves to administer this Agreement in such a way as to insure that the above stated purposes of Kent State University shall be fully served. However, except to the extent expressly set forth in this Agreement, it is not intended that the collective bargaining relationship embodied herein will supersede previously existing and hereafter established, modified or terminated policies and procedures which implement the intent and purpose set forth in the preceding paragraph, nor shall such relationship, except when expressly set forth herein, in any way modify or directly impact the future role and function of any other University recognized committee or body including but not limited to the Faculty Senate.

ARTICLE I
Recognition and Dues Deduction

Section 1. The University recognizes the Association as the exclusive collective bargaining agent for the members of the bargaining unit described below.

The bargaining unit shall include all Kent Campus and Regional Campus full-time teaching and research faculty members, librarians who hold faculty rank, and full-time University faculty members. Current faculty eligibility shall be determined by the position stated on the 1977-1978 individual contracts. The following shall be excluded:

1. President
2. Vice President for Academic and Student Affairs* (including Associate, Assistant, and Acting)
3. Associate Vice President for the Extended University (Regional Campuses), (including Associate, Assistant, and Acting)
4. Deans and Directors of Libraries (including Associate, Assistant, and Acting)
5. Academic Unit Chairpersons and School Directors**
6. Administrative Directors and Supervisors (including Associate, Assistant, and Acting); Major Academic Program Directors and Supervisors (including Associate, Assistant, and Acting); Regional Campus Deans (including Associate, Assistant, and Acting)
7. Adjunct, Part-time, Temporary, and Visiting Faculty
8. Teaching Fellows, Graduate Assistants, Research Assistants and Fellows, and University Fellows
9. Administrative Contract Employees
10. Military Personnel
11. Full Service Athletic Coaches Without Earned Faculty Rank

Section 2. The University will deduct regular monthly dues from the pay of the faculty members, as defined in the preceding Section, upon receipt of individually signed authorizations on a form which has been approved by the University.

*Hereinafter referred to as Vice President for Academic Affairs.

**Hereinafter singularly designated as Departmental Chairperson and the academic unit as Department.

Section 3. The University's obligation to make deductions shall terminate automatically upon thirty (30) days written notice of revocation of authorization to the Association or upon termination of employment.

Section 4. Deductions will be made from the monthly pay based on cards submitted on or before the tenth (10th) of that month.

Section 5. All deductions under Section 4 above, together with an alphabetical list of names of faculty whose dues have been deducted, shall be transmitted to the Association no later than the fifteenth (15th) of the following month, and upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted.

Section 6. The Association agrees that it will indemnify and hold the University harmless from any and all claims, damages, actions, or suits or any nature arising out of, related to, or in any way connected with the enforcement or application of this Article.

ARTICLE II
Management Rights

Recognizing that Ohio law vests full authority and responsibility for the operation of the University in the Board of Trustees and restricts the power of the Board to delegate its authority and responsibility, the University, acting by and through its duly constituted authorities, retains and reserves exclusively to itself all rights, powers, prerogatives, responsibilities, and authority vested in it, whether exercised or not, none of which are in any way, except as expressly set forth elsewhere in this Agreement, directly or indirectly subject to the Grievance Procedure set forth in Article IV of this Agreement. Without limiting the generality of the foregoing, it is understood and agreed that except where expressly stated in this Agreement, nothing contained herein shall in any way limit the Board's right to adopt new or modify or terminate existing policies, rules, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities.

ARTICLE III
Governance

Section 1. Faculty Involvement in University Governance

A. It is recognized that members of the faculty are uniquely qualified to participate in the governance of the University, particularly with respect to academic matters. It is also recognized that faculty members acting in concert with other constituencies within the University can provide valuable assistance in advisory and recommendatory roles to all levels of the University administration, including the President. Accordingly, it is hereby declared to be the policy of the University and of the Association to cooperate in providing to members of the faculty meaningful advisory and recommendatory input into the governance of the University through a variety of methods.

B. During the term of this Agreement the procedures and committees hereinafter set forth shall be maintained as the minimum apparatus for providing faculty participation in academic affairs of the University. However, the following apparatus is not exclusive, as it is further recognized that faculty participation in University governance will also be provided through a variety of standing and/or ad hoc bodies as presently existing or as hereafter modified, terminated, or created by the Board of Trustees, the administration, and/or the faculty as the case may be.

Section 2. Faculty Participation in Departmental Governance

A. In view of the necessary participation of the faculty in departmental academic affairs and the need that all regular full-time faculty members of the department shall be adequately represented, it is hereby agreed that a Faculty Advisory Committee (FAC) shall be established for each department, which committee shall be representative of the full-time faculty members of the department and shall, at all times, be comprised of such persons as shall be determined from time to time by the regular full-time faculty members of the department. The FAC may comprise, upon the vote of the regular full-time members of the faculty, the entire membership of the faculty or such portion or representative persons from the departmental

faculty as may be determined by the members of the faculty within the department. A representative of the Collegial Advisory Committee (CAC) shall be elected from and by the departmental FAC.

B. The entire regular full-time faculty of the department acting on its own behalf and/or through the FAC adopted and empowered in accordance with the preceding paragraph, shall be an advisory and recommendatory body to the Departmental Chairperson on those academic matters which are central to the department's mission which includes, but is not necessarily limited to, the following: issues concerning tenure and promotion; appointment of new faculty; non-reappointment and dismissal; allocation of academic staff, program development, and discontinuance; evaluations relating to salaries and merit increases; budget priorities and guidelines; selection and structure of committees; teaching assignments and class schedules; research and other leaves; the establishment and maintenance of the academic unit policy book; insuring that students are properly advised; insuring that instructional standards are followed; and insuring that class and other duties of faculty members are met. It is expected that the departmental faculty will also participate in the activities of a variety of other standing and/or ad hoc committees relating to the above listed and other academic matters including, but not limited to, the established curriculum committee.

C. It is recognized in this Agreement that while the Chairperson is the chief administrative officer of the department and thus directly accountable to the Dean, the Chairperson or his/her equivalent is in a unique position in the collegial community in that he/she is also accountable to the faculty members of the Department for which he/she is Chairperson. As such, he/she is responsible for recording, maintaining, and implementing the policies and procedures contained in the departmental handbook which is to be developed and implemented after full consultation with the departmental faculty. He/she is responsible for insuring that such policies and procedures are in conformity with the University policy register, collegial rules and regulations, the rules of the office of the Vice President for Academic Affairs and impiementing

regulations, and with the terms and conditions of this Agreement. It is also recognized and agreed that while the Chairperson of the department shall be an ex officio non-voting member of the departmental FAC, and as such shall be an academic officer charged with the responsibility and the authority of representing the department in collegial and University matters, such Chairperson is also expected to be cognizant of and receive the advice of the available departmental faculty before making decisions and/or recommending decisions to a higher academic officer. In fulfilling the obligations and responsibilities set forth in this Section, the Chairperson will consult with the interested members of the FAC to the end that the agenda for each meeting of the FAC shall include all matters of departmental business deemed important by the Chairperson and the FAC. While the Chairperson shall call meetings of the FAC for purposes of transacting departmental business, he/she shall take into consideration requests of any member of the FAC for a meeting and shall call a meeting any time at least one-half of the members of the FAC request that a meeting be called. While the Chairperson shall have the obligation of chairing meetings of the FAC called to transact departmental business, he/she shall do so in a way to assure that all matters on the agenda, including those placed there by members of the FAC, are adequately discussed and that appropriate action is taken. The elected faculty representative referenced in the preceding Section 2.A. may also call, set agendas for, and chair meetings of the FAC, but it is understood that no business of the department may be transacted or represented as having been transacted at such meetings, although matters of concern to the faculty may be discussed and added to the agenda of the next regular meeting of the FAC. Whenever a peer review involving any sanctions for cause under Article V of this Agreement is being carried out, the Departmental Chairperson shall temporarily turn over chairing of the department FAC meeting to the above-referenced elected faculty representative.

Section 3. Faculty Participation in Collegial Governance

A. It is agreed that a Collegial Advisory Committee (CAC) composed of the elected representatives of each depart-

mental FAC shall be established for each college* within the University. The CAC shall elect a representative to the Faculty Advisory Council to the Vice President for Academic Affairs (FACAA) and shall act as an advisory and recommendatory committee to the Dean on all academic matters which are above referenced with respect to the departmental FAC. The Dean shall be an ex officio non-voting member of the CAC and shall, with respect to the transacting of the business of the College, function in relation to the CAC in accordance with the general guidelines set forth in the preceding Section 2.C. with respect to a Chairperson and the departmental FAC.

B. There shall also be established for each college a Curriculum Committee composed of the one representative elected from and by each departmental Curriculum Committee. This Curriculum Committee shall act as an advisory and recommendatory committee to the Dean on all matters of curriculum and course offerings in which the departmental Curriculum Committees are involved. The Dean or his/her designate shall act as an ex officio non-voting member of the collegial Curriculum Committee and shall, with respect to the transacting of the business of the Curriculum Committee, function in accordance with the principles set forth in the preceding Section 2.C.

C. Recognizing that the Independent Schools of Library Science and Nursing do not have departments and, therefore, no departmental FAC, such independent schools shall elect a CAC from their respective schools in an at large election. The full-time members of the faculty of Library Administration shall also elect a CAC in an at large election. Each said CAC shall be of collegial rank and each shall elect a representative to the FACAA.

Section 4. Faculty Advisory Council to the Vice President for Academic Affairs

There is hereby established a Faculty Advisory Council to the Vice President for Academic Affairs to be composed of one faculty member elected by each CAC from each of the respective faculties of each of the colleges as currently constituted and as such may be comprised in the future as the result of additions, eliminations, or consolidations of colleges plus one representative elected from and by all of the regional campuses. Each member so elected shall, by virtue of position on the FACAA, become a member of his/her respective CAC, if said person is not a member of such CAC. The Vice President for Academic Affairs or his/her designate shall act as an ex officio non-voting member of the FACAA and shall, with respect to the transacting of the business of the FACAA, function in accordance with the principles set forth in the preceding Section 2.C.

*As used herein, college also refers to the Independent Schools and Library Administration.

Section 5. Regional Campus Faculty Participation in Regional Campus and Kent Campus Governance

A. 1. It is recognized that while regional campus faculty hold their appointments specifically in the regional campus system, they are also regular members of their respective departments and colleges and will be represented on key departmental committees, which shall where practicable include, but not be limited to, the following: departmental FAC; Search Committees; Review Committees; Promotion and Tenure Committees; and committees considering curriculum, department policy, instructional standards, and program development.

2. On the collegial level, regional campus faculty shall be represented on appropriate committees which shall include, but not be limited to, the CAC and Curriculum Committee of each college.

3. It is the faculty's responsibility to insure that the regional campus faculty is appropriately represented on the above referenced committees. Procedures to implement representation shall be included in the appropriate departmental and collegial handbooks.

B. Regional Campus faculty, in addition to participating in academic and related governance through the departmental and collegial governance mechanisms provided for herein, also have an advisory and recommendatory role in the governance of regional campuses. Accordingly, it is hereby agreed that the following described committees shall be maintained as a minimum level of apparatus to provide regional campus faculty input into the governance of each regional campus and to the regional campus system.

1. Each regional campus shall establish a Faculty Council, which council shall be representative of the full-time faculty members of the regional campus and shall at all times be comprised of such persons as shall be determined from time to time by the regular full-time faculty members primarily assigned to the regional campus. Primary assignment will be determined annually based upon the teaching load in the Fall Quarter. The Faculty Council may comprise, upon the vote of the regular full-time members of the faculty, the entire membership of the faculty or such portion or representative persons from the Regional Campus faculty as may be determined by the members of the faculty within the regional campus. A Chairperson of the Faculty Council shall be elected from and by the Regional Campus Faculty Council. The Chairperson of the Faculty Council shall, after consultation with the Regional Campus Dean, call, chair and set agendas for meetings of the Council. The Dean shall have the right, after consulting with the Chairperson of the Council, to call the Council into special session, but such meetings shall also be chaired by the Chairperson of the Council or his/her designate. Each Regional Campus Faculty Council shall be an advisory and recommendatory body to the Regional Campus Dean who shall serve as an ex officio non-voting member of the council on all those matters which are of concern to the regional campus faculty. It is also expected that regional campus faculty will participate in the activities of a variety of other standing and/or ad hoc committees relating to operation of each regional campus, including participation with respect to faculty affairs in any administrative review of Regional Campus Deans.

2. There is also established a Faculty Advisory Council composed of the Chairperson of each regional campus faculty. This Faculty Advisory Council shall elect a Chairperson from its ranks and shall act as an advisory and recommendatory committee to the Associate Vice President for the Extended University (regional campuses) on academic matters referred to it by the said Associate Vice President and/or by any Regional Campus Advisory Council. The Associate Vice President for the Extended University shall act as an ex officio non-voting member of the Faculty Advisory Council. The Chairperson of the Faculty Advisory Council shall, after consultation with the said Associate Vice President, call, chair and set agendas for meetings of the Council. The said Associate Vice President shall have the right, after consulting with the Chairperson of the Council, to call the Council into special session, but such meetings shall also be chaired by the Chairperson of the Council or his/her designate. Specifically, the Faculty Advisory Council shall be involved in an advisory and recommendatory role with respect to academic issues involving all Regional Campuses relating to:

   a) academic standards,
   b) professional standards,
   c) curriculum and program development,
   d) conformance of Local Campus and Regional Campus policies and University policies,
   e) other matters on which the Associate Vice President for the Extended University may seek its recommendations, or other matters of concern to the Faculty Advisory Council.

Section 6. Implementing Handbooks

A. Each department, college, and regional campus shall establish handbooks to implement University policies within each department, college, and regional campus. Departmental handbooks shall be developed by the departmental FAC and Chairperson and shall be subject to final approval by the Dean. Collegial handbooks shall be developed by the collegial CAC and the Dean and shall be subject to final approval by the Vice President for Academic Affairs. Regional campus handbooks shall be developed by each regional campus faculty and the Dean of each regional campus and shall be subject to final approval by the Associate Vice President for the Extended University.

B. It is recognized that all handbooks will cover such items as may be mandated from time to time by University policy and may contain such other subjects as are reasonably

related to the mission of the department (see Section 2.B), the college, or the regional campus, provided that the handbook shall not conflict with any University policies, rules, regulations, and this Agreement.

Section 7. Faculty Participation in the Selection and Review Process of Departmental Chairpersons

A. Selection Process

It is essential that full-time faculty members be involved in the selection process for departmental chairpersons. Such involvement is particularly important in the initial screening and evaluating of candidates for these positions. Accordingly, it is agreed that the faculty will participate and cooperate in the selection process as set forth below:

1. Whenever a vacancy in a chairperson position exists, the responsible Dean shall cause a search committee to be established. A majority of the search committee shall be elected from and by the regular full-time faculty within the department. Additional persons may be appointed to the search committee by the Dean either from within or without the department. It is recognized as desirable that the search committee shall be representative of the overall makeup of the departmental faculty.
2. The search committee shall, in accordance with procedures established by the department and approved by the Dean, institute a search and initial screening of qualified candidates for the open position.
3. All regular full-time members of the faculty within the department shall be given a reasonable opportunity to participate in the assessment of all candidates screened and passed by the search committee. The assessment by the faculty members shall be in accordance with procedures adopted by the department and approved by the Dean.
4. A panel of qualified candidates, which panel shall normally consist of at least three (3) persons, shall, after assessment by the faculty, be forwarded to the responsible Dean. If the department desires, the candidates forwarded to the Dean may be ranked in order of faculty preference.

5. In the event none of the candidates forwarded by the search committee are ultimately appointed to fill a vacancy, then the Dean shall either cause the selection of a new search committee, in accordance with the above procedure, or direct the existing search committee to submit a new panel of qualified candidates. Such direction from the Dean shall include a written statement of the reasons why each of the candidates on the prior panel was not appointed. The search committee and the department faculty shall then proceed as before in selecting, assessing, and forwarding a qualified panel of candidates to the Dean.
6. The Board of Trustees will not, absent unusual and compelling circumstances stated in writing, appoint any person to fill a chairperson vacancy for a period of one (1) year to permit the above procedure to be followed in presenting qualified candidates to fill the vacancy.

   It is further agreed that should it become necessary to appoint an acting chairperson while the above procedure is being followed, then the Dean may appoint such acting chairperson from among persons proposed by the departmental Faculty Advisory Committee.

B. Review Process

The Chairperson carries no continuing tenure protection as an administrative officer. He/she may resign as Chairperson without prejudice to any future role as a full-time regular faculty member of the department. The appointment of a Chairperson may be terminated at any time during his/her term of office by action of the Board of Trustees on recommendation of the President.

In order to assist in making a determination, the Dean or other appropriate administrative officer may institute an administrative review of the Chairperson's performance at any time.

It is further recognized that the Chairperson also is accountable to the faculty members of the department for which he/she is Chairperson.

1. To accomplish a departmental faculty assessment of the performance of the Departmental Chairperson,

the Dean shall institute a performance review during the Spring Quarter (or second semester) of the third year of a Chairperson's service of a renewable four (4) year term in office. The Chairperson may choose to resign without prejudice; in that event, the review shall be cancelled.

2. To accomplish a review the Dean shall cause a review committee to be established. A majority of the review committee shall be elected from and by the regular full-time faculty within the department. Additional faculty members may be appointed to the review committee by the Dean either from within or without the department. It is recognized as desirable that the review committee shall be representative of the overall makeup of the department.
3. The review committee shall, in accordance with procedure established by the department and approved by the Dean, assess the performance of the Chairperson. The procedures shall provide all regular full-time faculty departmental members a reasonable opportunity to participate in the assessment.
4. The review committee shall submit a report of its findings, including recommendations, to the Dean. The Dean shall make available to the Chairperson and the departmental faculty a written summary of the review committee's findings, recommendations, the Dean's response and the reasons for his/her response.
5. If the decision by the Dean is not to reappoint the Chairperson for another four (4)-year term, a new Chairperson will be selected following the process stated under Selection Process.
6. It is recognized that under unusual and compelling circumstances, a departmental faculty may choose to review the performance of a Chairperson at other than the stated interval. Such an extraordinary review shall be undertaken only once during each four (4)-year term if one third or more of the departmental full-time faculty petition the Dean. Upon receipt of the written petition, the Dean shall immediately institute a review of the Chairperson as stipulated above. The review shall be completed no later than the end of the following quarter (semester).

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Section 8. Selection of Regional Campus Deans

It is essential that a broad-based screening committee be established for the selection of candidates for the position of a Regional Campus Dean. It is also essential that the Search Committee be representative of the overall makeup of the regional campuses. Therefore, the committee should include representatives from the following groups:

1. Central staff administrators (one member)
2. Resident regular full-time faculty (four members) elected by and from the faculty
3. Local campus administrators (one member)
4. Local campus students (two members) appointed by Student Government
5. Local campus advisory committee (two members)
6. Local campus alumni (one member)
7. Regional Campus Deans (one member)
8. Affiliated institutions and/or organizations (one member)

When a vacancy in a Regional Campus Deanship occurs, the Associate Vice President for the Extended University, after consultation with the groups listed above, shall convene a representative Search Committee and appoint a chairperson.

The said Associate Vice President shall consult with the Search Committee in drawing up a minimum list of qualifications for the position.

The Search Committee shall, in accordance with procedures established by the regional campuses, approved by the said Associate Vice President, and printed in the regional campuses handbook, institute a search and initial screening of qualified candidates for the open position.

All regular faculty members teaching at the regional campus, along with students and other interested parties, shall be given a reasonable opportunity to participate in the assessment of all candidates screened and passed by the Search Committee. This assessment shall be in accordance with the procedures adopted by the regional campuses and approved by the said Associate Vice President.

If any campus group would like to have the Search Committee consider a particular candidate, the group should communicate the candidate's name to the Committee.

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The Search Committee shall recommend the names of three (3) candidates to the Associate Vice President for his/her approval. They shall be unranked.

In the event none of the three (3) candidates forwarded by the Search Committee is ultimately appointed to fill a vacancy, then the said Associate Vice President shall either cause the selection of a new Search Committee in accordance with the above procedure or direct the existing Search Committee to submit a new panel of qualified candidates. Such direction from the said Associate Vice President shall include a written statement of the reasons why each of the candidates on the prior list was not appointed. The Search Committee shall then proceed as before in selecting, assessing, and forwarding a qualified list of candidates to the said Associate Vice President.

With the concurrence of the Search Committee, a person who meets the established qualifications could be appointed in accordance with current administrative policy regarding promotion from within.

ARTICLE IV
Grievance and Appeals Procedure

Section 1. Grievance and Arbitration Procedure

A. *Construction.* A grievance is a claim based upon an event or condition that affects the terms and conditions of employment stated in and governed by this Agreement and that arises from the interpretation, meaning, or application of any of the provisions of this Agreement. All grievances arising from decisions that are subject to review under the appeals process set forth in Section 2 of this Article may not be appealed under this Section 1, with the exception that specifically cited procedural errors or omissions made in reaching these decisions or in processing any appeals arising from these decisions may be grieved, subsequent to the exhaustion of the said appeals process, under provisions of this Section 1. All other grievances covered hereunder shall be adjusted as stated in this Section 1. Nothing contained in this Section 1 will be construed so as to prevent the informal adjustment of any grievance. The parties intend and agree that all disputes should be resolved informally, whenever possible, before the filing of a formal grievance, and the parties encourage open communications so that resort to the formal grievance procedure will not be necessary. Prior to initiating a formal grievance as provided under procedures in subsection C hereof, the Grieving Party and the appropriate Department Chairperson (or Regional Campus Dean where appropriate) shall make a reasonable effort to meet and adjust the grievance in an informal manner. Any settlement, withdrawal, or other disposition of a grievance at the informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances. During the formal procedures specified in subsections C through F of this Section 1, the Grieving Party shall be represented by the Association's designate who shall be present with the Grieving Party when the grievance is discussed with the University. Steps One and Two of the grievance procedure shall be pursued to completion before any application for arbitration may be made under the terms of subsection F unless the parties enter into a written waiver of such limitation. Grievances shall be processed as rapidly as practicable. The number of days indicated at each level

shall be considered as maximum and every effort shall be made to expedite the grievance process. Time limits in the steps may be shortened or extended by mutual written agreement of both parties. Unless otherwise stated herein, in computing any time limit specified in this Section 1, a day is defined as a twenty-four (24)-hour period, exclusive of Saturday, Sunday, or recognized University holidays. The first day will be counted beginning the day after the filing of the grievance. If the final day for a time deadline falls on a non-working day, then the next working day shall be counted as the final day.

B. *Scope.* Except as otherwise specifically provided for herein, any grievance a grieving party may have in relation to employment with the University arising from the application or interpretation of this Agreement may be filed and will be adjusted as stated in this Section 1. Any faculty member or group of faculty members covered by this Agreement may, in conjunction with and with the approval of the Association, present a grievance to the University and have it adjusted so long as the University and the Association concur that such adjustment is not inconsistent with the terms of this Agreement. A grievance against the University may be presented by the Association in its own name if the Association believes that any of the terms and conditions of this Agreement or their interpretation, meaning, or application have been violated by the University. In such instances the procedures incorporated in subsections C and D shall be waived. Grievances shall normally be presented and handled during normal office hours but consistent with the primary obligations of the faculty members to their students, research, etc. Other times for hearings and meetings shall be set by mutual agreement of all the parties. No reduction in compensation shall occur for any faculty member as a result of participation in any grievance proceedings. No faculty members shall be disciplined for participation in the grievance procedure.

C. *Initiation.* A grievance shall be initiated by serving a written notice of it on the appropriate Chairperson or Regional Campus Dean for transmission to the appropriate Dean or the Dean's designated representative(s). A grievance may, however, be initiated at Step Two if all parties concur that it might more appropriately be initiated at that level. A grievance shall be filed within thirty (30) days after the occurrence of the events upon which it is based or within thirty (30) days after the faculty member knew or through the exercise of reasonable diligence should have known of the events on which it is based. Such notice shall state the events upon which the grievance is based, the contractual basis for the grievance, and specify the relief and remedy sought and shall be submitted on forms which shall be agreed to by the parties, dated, and signed by the Grieving Party and by the President of the Association or his/her designate.

D. *Step One.* The Dean and/or the Dean's designated representative(s) of academic rank shall discuss the grievance with the Grieving Party and the President of the Association and/or the President of the Association's designated representative(s) of academic rank. The Dean and/or the Dean's representative(s) shall schedule a Step One meeting and notify the Association and the Grieving Party of the time and place of the meeting. The Step One meeting, unless extended by written agreement for a specified period, shall be completed within ten (10) days after the grievance is filed. Within ten (10) days after the Step One meeting, the University shall provide the Association and the Grieving Party with a written answer to the grievance.

E. *Step Two.* If the Association and the Grieving Party are not satisfied with the University's Step One answer to the grievance, the grievance may be advanced to Step Two by the Association filing a written Notice of Appeal with the Office of Academic Vice President within ten (10) days after the filing of the Step One answer. This Notice of Appeal shall state the reasons why the Step One disposition is not satisfactory. Within ten (10) days of the receipt of such Notice of Appeal, a Step Two hearing will be scheduled by the University unless the parties agree in writing to extend the time for such hearing for a specified period of time. Such hearing may be adjourned from time to time by mutual agreement to facilitate complete investigation by all parties. In the event the grievance involves any claim of discrimination for any reason, the Director of the Department of Human Resource Utiliza-

tion shall be involved by the Office of the Academic Vice President to insure that adequate investigation and consideration are given to the discrimination claim. The Office of the Academic Vice President and the Office of the President of the Association may include other representatives in the meeting. The University shall provide the Association and the Grieving Party with a written disposition of the grievance within ten (10) days following the conclusion of the Step Two hearing.

F. *Arbitration.* If the Association is not satisfied with the University's Step Two answer, it may, within twenty(20) days of the filing of the Step Two answer, appeal the grievance to arbitration. Any appeal to arbitration made hereunder shall be perfected by giving written notice of such appeal to the American Arbitration Association and simultaneous written notice to the Office of the Academic Vice President within the twenty (20)-day time limit specified herein. Upon receipt of the required notice of arbitration, the University and the Association shall confer and attempt to agree upon the selection of an arbitrator and a procedural format shall be *(a)* the American Arbitration Association rules for voluntary labor arbitration or *(b)* the American Arbitration Association rules for expedited labor arbitration. If the parties cannot agree, within ten (10) days from the date the notice of appeal to arbitration was filed, as to the procedural format to be followed, the arbitration shall be conducted under the American Arbitration Association rules for voluntary labor arbitration. If the parties cannot agree, within twenty (20) days from the date the notice of appeal to arbitration was filed, upon an arbitrator, the arbitrator shall be selected by the alternate strike method for the voluntary labor arbitration procedural format or where appropriate by the American Arbitration Association rules for the expedited labor arbitration procedural format.

G. *Arbitrator's Decision and Compensation.* The arbitrator's decision will be rendered in writing within thirty (30) days or such additional time as the parties may in writing agree, after any grievance has been submitted to the arbitrator and this decision, when so rendered as required by law, will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The University and the Association will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses equally.

H. *Limitation of Arbitrator's Authority.* The arbitrator shall have no authority to add to, or subtract from, alter, change, or modify any of the provisions of this Agreement. The decision of the arbitrator shall be limited to only the question or questions submitted to the arbitrator. The arbitrator shall not substitute a judgment for that of the University where the University's judgment and actions do not violate the written provisions of this Agreement. The arbitrator shall not render any decision which would require or result in an action in violation of public statutes. The arbitrator may make no award which provides the faculty member compensation greater than would have resulted had there been no violation.

I. *Jurisdictional Questions.* In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of jurisdiction. The arbitrator shall first rule upon the jurisdictional issues and if a determination is made that there is no jurisdiction, then no decision or recommendation shall be made concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

J. *Extension of Time Limits.* The time limits in this Section 1 may be extended by written mutual consent of the parties concerned. Failure of either party to abide by the time limits shall result in the automatic advance of the grievance to the next level, except that failure of the Association to notify the University that it wishes to appeal a Step Two answer to arbitration within twenty (20) days after receipt of the Step Two answer shall result in the grievance being settled on the basis of the University's Step Two answer and the arbitration shall be barred.

K. *Exclusivity of Process.* Except as otherwise provided by law, this Section 1 and where applicable, the following Section 2, shall be exclusive remedy for an alleged violation of this Agreement by the University.

Section 2. Appeals Procedure For Academic Decisions in Specified Areas

A. Scope. Article III sets forth the governance procedures within which substantive academic judgments relating to a variety of subjects are made. Section 1 of this Article IV contains a grievance and arbitration procedure which specifically excludes from that procedure disputes involving substantive academic judgments that are subject to a separate academic appeals process. This Section 2 provides a procedure under which disputes involving substantive academic judgments affecting a faculty member's employment status in the areas of granting or denial of tenure, promotion, academic freedom, professional ethics, or sanctions for cause may be appealed. The procedure set forth in this Section 2 shall be the exclusive procedure for questioning decisions involving academic judgments in the areas listed in this subsection A of this Section 2.

B. *Initiation of the Appeal.* Upon formal notification of a decision involving academic judgments falling within subsection A of this Section 2, the adversely affected full-time faculty member may, within ten (10) days after such official notification, file with the Office of the Academic Vice President an appeal of such decision on forms to be provided. Under the provisions of this Section 2, a day shall be defined as provided in subsection A "Construction" of the above Section 1. The appeal filed with the Office of the Academic Vice President shall set forth concisely the decision being appealed, the reasons why the appellant disagrees with the decision and shall specifically cite any procedural errors or omissions that were alleged to have occurred in the decision-making process. A copy of each such appeal shall immediately be forwarded to the Office of the President of the Association.

C. *Reconsideration of the Appealed Decision.* Upon filing of an appeal in accordance with the preceding subsection B, the Office of the Academic Vice President shall immediately resubmit the appealed decision to the administrative level within the governance procedure wherein the judgmental decision being appealed occurred. The intent and purpose of this remand of the appealed decision is to permit, if possible, the correction of alleged procedural errors or omission by those charged with having made such errors or omissions and to resubmit the appealed judgmental decision for reconsideration within the governance procedure. The Office of the President of the Association will be kept informed of the reprocessing of each such appealed decision within the governance procedure. In the event there is any question concerning the proper level or procedure to be followed upon the remanding of any appealed question within the governance procedure, the Office of the President of the Association will be consulted concerning the appropriate procedure for any such questioned remand.

D. *Appeal to the Board of Appeals.* If, after completion of the appeals process within the governance procedure, a full-time member of the faculty believes he/she is aggrieved by an adverse reconsideration decision, he/she may, within ten (10) days after official notification of such adverse reconsideration decision, file an appeal with the Office of the Academic Vice President to have the questioned decision heard by the Joint Appeals Board. Each such appeal shall set forth concisely the decision being appealed, the reasons why the appellant disagrees with the decision and shall specifically cite any procedural errors or omissions that were alleged to have occurred in the decision-making process and which were not corrected during the reconsideration process. In cases involving the denial of a promotion, the decision of the Office of the Academic Vice President will be final unless the appellant has been denied promotion to the same rank more than twice, after which a denial of promotion may be appealed to the Joint Appeals Board one time during any three (3)-year period that the appellant is employed in the same rank at the University. Such appeal shall then be scheduled for hearing before the Joint Appeals Board at its next scheduled session provided that at least ten (10) days remain before the commencement of such session, in which latter event the appeal shall be scheduled at the next succeeding scheduled session of the Joint Appeals Board. A copy of each such appeal shall immediately be forwarded to the Office of the President of the Association.

E. *Composition of and Procedures Before the Joint Appeals Board*

1. There is hereby established a Joint Appeals Board which shall be empowered to hear all appeals involving substantive academic judgments and any alleged procedural errors directly related to those judgments which are filed in accordance with the preceding subsection D. The Board shall be empowered to request any and all parties to submit evidence related to each appeal and to seek testimony from witnesses. The Joint Appeals Board shall establish regularly scheduled sessions for hearing appeals and may adopt such rules and regulations for hearing and deciding appeals that are consistent with this Section 2.

2. The Joint Appeals Board shall be composed of at least six (6) full-time tenured members of the faculty and the same number of full-time academic administrators who hold academic rank. The faculty representatives shall be elected by the full-time members of the faculty for three (3)-year terms, at least two (2) to be elected each year from a slate of candidates which the Faculty Senate is hereby authorized to prepare and to conduct necessary elections. In preparing the slate of candidates and holding the elections in accordance with the authorization granted in this Section, the Faculty Senate is requested to evolve a procedure to assure that the faculty members of the Joint Appeals Board shall be as representative as possible of the diverse academic disciplines of the University. In the initial selection, at least two (2) members shall be elected for one (1) year, at least two (2) for two (2) years, and at least two (2) for three (3) years. The administrative representatives shall be appointed from time to time by the Vice President for Academic Affairs except that an administrative representative's removal from the Appeals Board will not affect such representative's obligation to participate in the decision of any panel involving appeals that were heard by the panel prior to such administrative representative's removal from the Board.

3. Each appeal shall be submitted to a panel of the Joint Appeals Board consisting of two (2) faculty representatives and two (2) administrative representatives. In assigning appeals for hearing before the three (3) panels, due regard shall be had for the type of appeal and the expertise of the members of the various panels. However, no appeal shall be assigned to a panel having a member who is directly involved in the appeal, is a member of the department in which an appeal arose, or where for personal reasons, a member of the panel believes that he/she cannot render an impartial judgment. Procedures for assigning appeals to the various panels shall be determined in accordance with the rules and regulations adopted by the Joint Appeals Board.

4. The function of a panel of the Joint Appeals Board is to hear all evidence relating to an appeal and, if possible, to render a majority recommendation. Accordingly, the procedures at the hearing shall be informal and nonadversarial in nature. All persons and parties necessary to a full complete hearing should be present and the various sides to each issue should be presented. However, none of the parties to the appeal may be represented by counsel. A party may be represented by other members of the academic administration or members of the regular full-time faculty who may act in an advisory role to the appellant.

5. The panel shall prepare a written decision on each appeal and shall respond therein to each of the alleged procedural errors or omissions that is argued to the panel. In reviewing judgmental decision, the panel shall not substitute its judgment for that of the person or persons charged with the responsibility for making the appealed decision except that it may disagree with an appealed judgmental decision when, upon review of the entire record, the appealed decision is unreasonable as being contrary to the preponderance of the evidence contained in the record. If a majority of the panel concur in a decision, this decision shall be forwarded to the President of the University as the final recommendation of the academic sector on the appealed decision. Normally, the President will accept the recommendation and proceed accordingly except

in rare and compelling circumstances wherein the President believes that the best interests of the University would not be served in accepting the recommendation. In such event, the President may request to meet with the panel in order to attempt to resolve any differences between the President's judgment and that of the panel, but in those cases where the President does not accept the panel's recommendation, the President shall set forth in writing the reasons for the rejection. In the event a majority of the panel does not concur in a decision, then the recommendation of the Vice President for Academic Affairs shall be forwarded to the President. Upon the request of the members of the panel espousing an opinion contrary to that of the Vice President for Academic Affairs, the President or his/her representative may meet with the full panel in an attempt to resolve the opposing opinions prior to rendering the final decision.

F. *Appeal to Arbitration.* If an appellant believes that an adverse decision ultimately rendered on appeal by the President was caused in substantial part by a procedural error or omission either in the original decision-making process or in the appeals process and such alleged procedural error or omission was raised when it occurred, or in the original appeal and in the appeal to the Joint Appeals Board or occurred during the Joint Appeals Board or Presidential review, such appellant may file a grievance proceeding under the above Section 1. Upon the concurrence of the Association, such a grievance shall be processed directly to arbitration in accordance with subsection F of Section 1. In any such arbitration the Arbitrator will be limited to a review of the procedural requirements set forth in Article III and this Section 2 of Article IV, and in no event may he/she consider or review the substantive academic judgment. In the event the Arbitrator finds that *(a)* a prejudicial procedural error or omission occurred in the original decision-making process or in the appeals process, *(b)* the error or omission was raised by the Grievant to the end that the error or omission could have been corrected prior to the President's decision, and *(c)* the procedural error or omission was of

such a nature that the substantive academic judgment could have been adversely affected by the error or omission, his/her sole authority shall be to send the matter back to the governance procedure under Article III or under Section 2 of this Article IV, as the case may be, with specific findings regarding the procedural error or omission and with instructions to re-evaluate the substantive academic judgment in accordance with the contractual procedures.

ARTICLE V
Sanctions for Cause

Section 1. The parties agree that the University has and retains the right to apply sanctions to members of the bargaining unit, up to and including termination of the employment relationship. However, it is further agreed that sanctions will only be applied for cause, and the question of just cause and/or the appropriateness of the sanction imposed in each situation may be tested under the appropriate sections of the Grievance and Appeals Article of this Agreement, including the informal resolution procedures which are to be used before the filing of a written grievance. Any sanction involving termination, suspension, reductions or loss of pay and/or benefits or similar economic detriments to the faculty member shall, at the time such sanction is imposed, be reduced to writing, which writing shall contain a reasonable statement of the reasons for and background leading to the impositions of such sanctions. A copy of said writing shall be given to the involved faculty member. In all instances the Association shall be promptly notified of the imposition of such a sanction. If the faculty member decides to contest the immediate suspension provided for under Section 2 of this Article, the Association shall be promptly notified of the reason(s) after the faculty member has filed a grievance or appeal under Article IV of this Agreement.

Section 2. If any sanction involving termination and/or suspension is invoked or contemplated by the Vice President for Academic Affairs, then the following additional procedures shall be adhered to:

a) It is recognized that in unusual instances when the circumstances present a situation wherein the delaying of action pending a full faculty review could be detrimental to the overall operation of the University, the Vice President for Academic Affairs may take immediate action by way of suspension and/or proposed termination. In all instances, the circumstances giving rise to sanctions involving suspension or termination, whether immediately imposed or under consideration, shall be submitted to the appropriate level of the Governance Procedure for review and advice of the involved faculty member's peers. After being fully informed of the circumstances and the sanctions being considered, or the charges if the sanction has been imposed, the involved faculty member upon his/her request to the Vice President for Academic Affairs has the right to appear before the appropriate peer group reviewing the circumstances involved in the contemplated or imposed sanction, at which time he/she shall have the opportunity to present his/her position or case and, if applicable, respond to any charges. The peer group shall comment on the facts and make a written recommendation to the appropriate administrator with copies to the involved faculty member and the Vice President for Academic Affairs.

b) Once a sanction is imposed following completion of the review and advice in accordance with Article III, the faculty member against whom the sanction is imposed may file a grievance or appeal, as the case may be, in accordance with Article IV.

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ARTICLE VI
Faculty Workload

Section 1. Regular Academic Year Workload

There is currently in effect a University policy on workload that was passed by the Faculty Senate and approved by the Board of Trustees in 1971. That policy, which is designated in Addendum C and incorporated herein, shall remain the University policy on faculty workload during the term of this contract unless and until said policy is modified as a result of and in accordance with specific recommendations initiated and passed by the faculty elected representatives of the Faculty Senate.

Section 2. Summer and Intersession Workload

The intersession and summer period is not part of the regular academic year, and the University does not offer a normal range of coursework. Because of this, the number of courses may vary widely between academic units. In addition, certain intersession and summer academic programs may require particular expertise not normally present, or present only to a limited extent, in an academic unit. It is understood that summer and intersession teaching is not a right and no member of the faculty is required to accept a summer or intersession offer of employment. However, to the extent possible within the above parameters, the academic units will endeavor to distribute equitably these opportunities to work among members of the bargaining unit.

A. *Kent Campus.* The normal summer school load for full pay (one-sixth of the academic year salary) shall be eight (8) hours per term as adjusted in accordance with the teaching load policy referenced in the above Section 1, but there shall be no additional payment for any overload assignment that is accepted by a member of the faculty.

B. *Regional Campuses*

1. *Summer Session Teaching.* Summer session teaching assignments in the regional campuses are contingent upon the materialization of those courses which have been scheduled. Payment for such assignments is made on the basis of the "Overload and Summer Salary Schedule" incorporated into Article IX of this Agreement. Assignment to such courses is made by the Dean of the local regional campus in consultation

with the Office of the Associate Vice President. general, the order of consideration for such assi ments is as follows: resident faculty at the camp where the course is scheduled, regular faculty of regional campus system, regular faculty of the K Campus, faculty outside the University proper. Su considerations are subject to availability because the distances between the individual campuses.

2. *Overload Payment.* In regional campuses, an ov load occurs when, and only when, a person exce the number of hours which are listed as his/her loa his/her current contract. Payment for such exc hours will be made on the basis of the "Overload a Summer Salary Schedule" incorporated into Arti IX of this Agreement. In no event may overlo compensation exceed twenty per cent (20%) o faculty member's academic year salary.

ARTICLE VII
Retrenchment

Section 1. Retrenchment is defined as the release of members of the bargaining unit resulting from the reduction in the number of bargaining unit members within a designated academic unit including a department or program within an academic unit or department (for these purposes the regional campuses shall be designated as one academic unit) under the procedures and conditions as hereinafter set forth. A member of the bargaining unit released as a result of retrenchment shall retain certain rights under this Agreement, as hereinafter defined, which rights shall distinguish such released person from members of the bargaining unit who are terminated for any other reason.

A. Retrenchment may be necessary when a judgment, made by the University, based upon the evidence, indicates one of the following:

1. the University finds it desirable to change or adopt new academic missions, or
2. the University's ability to fulfill its academic goals has been or will be seriously affected because of a pattern of declining income, or
3. a general pattern of declining enrollment in the University or in a particular unit(s) or program(s), either of which has seriously affected or will seriously affect the University's ability to fulfill its academic goals and responsibilities, or
4. the University faces the need for quick and substantial retrenchments due to documented extraordinary circumstances (beyond the general pattern of declines in enrollment and/or income covered by the above subsections 2 and 3).

B. When implemented, retrenchment will be reflected in any one or more of the following ways:

1. Program modification,
2. Reallocation of resources,
3. Changes in academic organizations,
4. Program excision.

Section 2. If the Administration determines that a reduction in faculty is necessary, it shall first attempt to achieve the desired result through the following:

a) Attrition, including voluntary early retirement.

b) A release of faculty who are not members of the bargaining unit, unless no member of the bargaining unit has the necessary credentials, experience and competence to perform the service of such a faculty member in teaching a course or courses essential to a designated program(s).

After completing this procedure, and after consultation with and advice from the Faculty Senate, the Administration may determine that retrenchment is necessary.

Section 3. Following the determination provided for in the above Section 2 and after consultation with the Faculty Advisory Council to the Vice President for Academic Affairs, the Vice President for Academic Affairs will notify the Dean/Director of the affected unit(s) or program(s) that retrenchment may be required. Accompanying such notification shall be a written description and rationale for the proposed reductions, a copy of which to be simultaneously forwarded to the Chairperson of the Faculty Senate and the Association.

A. Upon receipt of the above described notice of possible retrenchment, the Dean/Director of the affected unit(s) shall, in accordance with the Governance Procedure set forth in this Agreement, obtain the recommendations of the affected unit(s)'s faculty on how best to carry out the proposed retrenchment. The faculty recommendations, including any alternative proposals, shall be submitted by the Dean/Director to the Vice President for Academic Affairs within twenty (20) working days after receipt of the aforesaid notification of possible retrenchment.

B. The original notice of possible retrenchment, plus all recommendations from the affected unit(s) submitted in accordance with the above Section 3.A., will then be submitted to the Faculty Senate by the Vice President for Academic Affairs for submission by the Senate to its Educational Policies Council for review and recommendations. The Educational Policies Council may then review the proposed retrenchment, take into consideration any other matters it considers relevant and submit its

recommendations to the Faculty Senate. The recommendation, if any, of the faculty elected representatives of the Faculty Senate must be received by the Administration within twenty (20) working days after receipt by the Senate of the material, referenced above in this same Section 3.B., from the Vice President for Academic Affairs.

Section 4. After receiving and considering the recommendation(s) of the affected unit(s) and the Senate, if such is submitted, the Administration, through the Vice President for Academic Affairs, will make the final determination on any retrenchment.

Section 5. Once the final determination has been made that retrenchment is necessary, the following factors shall determine which faculty members within the affected unit(s) will be released:

a) The affected faculty member shall first be placed in the appropriate one of the following categories:
(1) Probationary non-graduate faculty status,
(2) Probationary, associate graduate faculty status,
(3) Probationary, full graduate faculty status,
(4) Tenured, non-graduate faculty status,
(5) Tenured, associate graduate faculty status,
(6) Tenured, full graduate faculty status.

b) Faculty members, when within each of the categories listed in the above Section 5 *a)*, will then be placed in the appropriate subcategory to each such major category:
(1) Instructor
(2) Assistant Professor
(3) Associate Professor
(4) Full Professor

c) Faculty members will be recommended for release starting with the lowest numbered subcategory within the lowest numbered category. In making the final determination within each subcategory of a category as to whether or not an individual faculty member will be released, the following additional factors will be given full consideration:
(1) the University's commitment to affirmative action and its policies adopted thereunder,
(2) the quality of the faculty member's service in the areas of teaching, research and publication and University and public service,
(3) the impact on the academic program resulting from the release of the faculty member,
(4) length of service with the University.

The Dean/Director of the affected unit(s) after receiving the recommendation of the affected unit's faculty and the Collegial Advisory Committee concerning the factors listed in this Section 5 *c)* will make final recommendations in accordance with 5 *a)*, *b)*, and *c)* to the Vice President for Academic Affairs concerning the individual faculty members to be released. Whenever faculty members within a subcategory are considered approximately equivalent in the ratings on the factors set forth in this subsection *c)*, then length of service with the University will be the controlling factor.

d) The Vice President for Academic Affairs will then make the final decision for the University in accordance with 5 *a)*, *b)*, and *c)* concerning the faculty member to be released and will notify each such faculty member in accordance with the time limitations set forth in the following Section 6. A copy of each such notification shall be sent to the Chairperson of the Faculty Senate and to the Association.

Section 6. Notice of Release

A. The circumstances requiring retrenchment set forth in Section 1.A.1, 2, and 3 of this Article cover reductions in the number of faculty members which could be anticipated and planned for well in advance of the actual release of faculty members. Accordingly, in circumstances requiring retrenchment under subsections A.1, 2 or 3, the University will provide notice of release to affected members of the bargaining unit in accordance with the following:

1. For a faculty member holding a first or second one-year contract expiring at the end of that academic year, not later than March 15; or if the one-year appointment terminates during an academic year, at least three (3) months in advance of its termination.
2. For a faculty member holding more than a second one-year contract expiring at the end of that academic year, not later than December 15; or if the one-year appointment terminates during an academic year, at least six (6) months in advance of its termination.

3. For an untenured faculty member who is under tenure consideration, at least twelve (12) months, spanning at least three (3) academic quarters or two (2) academic semesters.
4. For a tenured faculty member, at least eighteen (18) months, spanning at least five (5) academic quarters or three (3) academic semesters.

B. When retrenchment is invoked under Section 1.A.4. of this Article, notices of release to be effective at the end of the current academic year must be received by the affected faculty member not later than March 15 in the case of probationary faculty and January 15 in the case of tenured faculty.

Section 7. The University will endeavor to place released faculty members, if qualified, in other available teaching positions within the University. If placement of a released faculty member in another teaching position in the University, after the appropriate unit has determined that the released member is qualified by credentials and experience for said position, would be facilitated by a reasonable period of training, such training may be provided by the academic unit desirous of employing the released faculty member. In addition to the foregoing, the University will endeavor to find other areas of employment within the University community for tenured faculty members that are scheduled for release under this retrenchment Article. In this respect, consideration will be given to such potential employment areas as dual appointments between departments and possible voluntary shared reduction of appointments and compensation within an affected academic unit(s) or program(s).

Section 8. During a period of three (3) academic years following release of a faculty member under this Article, such faculty member shall be offered reinstatement to the same or similar position if reauthorized, provided that within a period of thirty (30) days after the date of release and by March 1 in each year thereafter, the faculty member formally requests in writing that he/she be placed or retained on the reinstatement list. Released faculty members who have so indicated an interest in being considered for reinstatement will have a period of forty-five (45) days in which to accept or decline the offer of reinstatement. The University's offer to reinstate, if accepted, shall be at the same tenure level, rank and salary, adjusted to

incorporate any general, non-performance based salary increases that were granted since the time the faculty member was released. If the faculty member declines the offer of reinstatement, all reemployment rights at the University shall be terminated and the position may be filled in accordance with regular employment policies and practices of the University. If the same or similar position is not reopened within the three (3) academic years referenced above, the faculty member's employment rights at the University shall be terminated.

Section 9. The procedure for retrenchment set forth in this Article is designed to accommodate both the orderly change in the University and reductions that must accompany more abrupt changes in circumstances. Therefore, this Section 9 shall not be used to accomplish retrenchment. However, the parties do recognize that catastrophic circumstances could develop which are beyond the control of the University and which would render impossible or unfeasible the implementation (but only so long as these circumstances are in effect) of any or all of the procedures contained in this Article. If such unforeseen, uncontrolled and catastrophic circumstances should occur, then the University agrees that before taking any action that could be interpreted as bypassing the retrenchment procedures, representatives of the Administration will meet with representatives of the Association to discuss and show evidence of the circumstances described above and to discuss the proposed course of action.

ARTICLE VIII
Promotion and Tenure

Section 1. Promotion

There is currently in effect a University policy on promotion that was passed by the Faculty Senate and approved by the Board of Trustees on September 12, 1974. That policy, which is designated Addendum A and incorporated herein, shall remain the University policy on promotion during the term of this contract unless and until said policy is modified as the result of and in accordance with specific recommendations initiated and passed by the faculty elected representatives of the Faculty Senate.

Section 2. Tenure

The University reaffirms its commitment to the basic concepts of tenure and pledges that those concepts will be maintained as the basic standards for tenure at Kent State University during the term of this Agreement. The policy on tenure that was passed by the Faculty Senate on May 8, 1978, which is designated Addendum B and incorporated herein, shall, upon approval of the Board of Trustees of this Agreement, become and remain the University policy on tenure during the term of this contract unless and until said policy is modified as the result of and in accordance with specific recommendations initiated and passed by faculty elected representatives of the Faculty Senate.

ARTICLE IX
Salaries and Benefits

Section 1. Salaries - Academic Year 1984-1985.

A. 1. For the academic year 1984-1985, each member of the bargaining unit shall receive a minimum increase in the amount of five percent (5%) of his/her contract salary for the academic year 1983-1984.

2. In addition to the above-stated minimum increases, a merit and salary adjustment pool of two percent (2%) will be distributed according to a plan and procedure developed by the University.

3. None of the foregoing increases will be applicable to members of the bargaining unit designated as "University Professors" whose salary shall be determined annually by the President of the University.

B. The general increase specified above is applicable only to that portion of a faculty member's salary that is a line item in the academic unit budget and is not applicable to any portion of the faculty member's salary up to and including 100% of which is determined by other agencies of the State of Ohio.

C. Any member of the faculty who is promoted in rank for the academic year 1984-1985 shall, in addition to any increases under the above Section A, receive the following promotion increase.

Promoted to:	Promotion Increase:
Full Professor	$1,000.00
Associate Professor	$ 600.00
Assistant Professor	$ 300.00

D. Revised Addendum D, the Regional Campuses Overload and Summer Salary Schedule, which is attached hereto and incorporated herein shall continue in effect, as modified, for academic year 1984-1985.

E. The University shall "pick up" (assume and pay) the employee contribution to the State Teachers Retirement System (STRS) in lieu of contributions by the bargaining unit members, by restating gross pay as consisting of both cash contribution and deferred compensation portions. The deferred compensation portion will be the percentage employee contribution to STRS picked up by the University and contributed to STRS for the account of the member employee. No member of the bargaining unit shall have the option to receive the contributed amount directly. The pick up

plan shall begin as soon as practicable, but no later than January 1, 1985.

F. While the Association remains the exclusive agent for negotiating salaries for members of the bargaining unit, the University reserves the right to adjust salaries beyond the negotiated levels to match bona fide offers of employment, to address salary discrepancies, and/or in other unusual circumstances. When such an adjustment occurs, the University will inform the Association, in writing, within ten (10) days of its action.

Section 2. Benefits - Beginning Academic Year 1984-1985.

A. During the academic year 1984-1985, the University agrees to maintain the existing insurance benefits, or their approximate equivalents, as specified in the collective bargaining agreement or the previous modification and extension agreements and to absorb the increased costs for maintaining such existing and modified coverage.

B. Early Retirement. The decision to retire is an individual matter. The University will provide advice and counsel to any faculty member who may wish to examine the possibilities available through early retirement. The individual faculty member should first determine his/her retirement status and options with the State Teachers Retirement System.

C. Fee Remission. The general fee and the instructional fee shall be waived for eligible faculty members' spouses and children, which overall eligibility requirements will not be greater than that which is currently required.

Section 3. Salaries: Special Provisos for Reopeners.

A. It is fully understood and agreed that for the duration of the current contract, a substantial portion of any salary increase monies for each salary reopener will be allocated to merit.

B. In the future, bargaining unit members with twelve (12) month contracts will receive across the board increases which are 2/9 greater than the amount awarded for bargaining unit members with nine (9) month contracts whenever fixed amounts, rather than percentage increases, are negotiated.

2. Article XIV of said September 16, 1978 Agreement as modified and amended September 16, 1979, August 23, 1981, August 22, 1982, and August 21, 1983, is hereby amended in its entirety to read as follows.

ARTICLE X
No Strike No Lockout

Section 1

The Association and its officials will not cause, support, or condone, nor shall any employee or employees take part in any action that would diminish the quantity or quality of work performed by members of the bargaining unit or in any way interfere with the operations of the University during the life of this Agreement.

Section 2.

The University shall not conduct a lockout of bargaining unit members during the term of this Agreement.

Section 3.

Any member of the bargaining unit who engages in any activity in violation of the above Section 1 during the term of this Agreement shall be subject to the imposition of sanctions up to and including dismissal for cause, as determined by the University. The sole question that may be submitted to the Grievance and Appeals procedure of this Agreement is whether or not the bargaining unit member actually violated the above Section 1.

ARTICLE XI
Association Rights

The University hereby agrees to extend to the Association general accessibility to University services and facilities on the same basis that such are made available to other outside organizations so long as such accessibility to University services and facilities is not used by the Association to gain support for or in furtherance of any activity that would be in violation of Article X of this Agreement. In addition, the University agrees to make available to the Association during the terms of this Agreement such data and information that is relevant to the enforcement of this Agreement under the same general guidelines that would be applicable if the parties to this Agreement were subject to the National Labor Relations Act.

ARTICLE XII
Notification of Nonreappointment and Resignation

Section 1. Notification of Nonreappointment

The following dates are established for the notification of probationary faculty who are not being reappointed:

Probationary Year of Employment	Notification Period
First Year	By March 1
Second Year	By December 15
Third Year	Twelve Months
Fourth Year	Twelve Months

Section 2. Resignation

Any member of the faculty who is resigning from the University must notify in writing the Vice President for Academic Affairs at least sixty (60) calendar days prior to the end of the regular academic year.

ARTICLE XIII
Miscellaneous

Section 1. Separability, Savings, and Applicable Law

A. It is recognized that the University, being a public employer, is subject to many statutory provisions that impact upon many of the Articles and Sections in this Agreement. Thus, should any portion of this Agreement be found by a duly constituted authority to be in conflict with any applicable law, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law shall be controlling. The invalidation of any portions of this Agreement in accordance with this Section shall not affect the legality and enforceability of the remainder of this Agreement.

B. In recognition of the fact that Ohio does not have a collective bargaining law applicable to the bargaining unit, the parties have agreed upon certain bargaining and recognition withdrawal procedures which are set forth in the attached Exhibit 1. These procedures shall be a part of this Agreement and be binding upon the parties hereto unless and until superseded by an applicable Ohio law establishing different procedures.

Section 2. Additions or Modifications to Agreement

During the term of this Agreement, either party may request that any matter relating to the contents of this Agreement be scheduled for discussion between the parties. While each party agrees to meet at reasonable times to discuss any such matter raised by the other party, it is expressly understood and agreed that neither party is under any obligation to negotiate and/or agree upon any change, modification or supplement to this Agreement during the term hereof, except as set forth in Article XIV, Section 1. To facilitate the implementation of this Agreement and to assure a continuing dialogue on matters of mutual concern, the parties accept the concept of periodic meetings. Either party may request that a meeting be held to discuss implementation or problems, which meeting shall be held as quickly as is convenient following such request.

Section 3. Except as expressly set forth in this Agreement, the University shall not be obligated to continue any practice, policy, pronouncement or benefit and the continuation or modification of any such practice, policy, pronouncement o benefit shall not be considered as creating an obligation t continue that or any other practice, policy, pronouncement o benefit.

Section 4. Academic Year

It is agreed that the regular academic year will consist o either three (3) quarters or two (2) semesters as defined on th individual employment contracts. It is understood that th regular academic year does not include any summer o intersessions referenced in Article VI of this Agreement.

Section 5. The University and the Association shall no discriminate against any individual for participating in or for th use of this contract.

ARTICLE XIV

Duration

Section 1. The effective date of this Agreement shall be the 19th day of August, 1984. Except as changes, amendments or supplements may be mutually agreed to during its term, this Agreement shall continue in full force and effect until 12:01 A.M. on September 16, 1987, and from year to year thereafter unless either party shall at least one hundred twenty (120) days but not more than one hundred thirty-five (135) days prior to the expiration date or any anniversary thereof notify the other party in writing of its desire to amend or terminate this Agreement, unless this Agreement is opened and terminated in accordance with the following Section 2. In the event that such notice is given, the parties agree to meet within ten (10) days.

Section 2. Between March 1 and March 15, 1985 and/or 1986, either party may give to the other party notice in writing of its desire to renegotiate the levels of the salaries and benefits set forth in Article IX of the Agreement for the academic years 1985-1986 and/or 1986-1987. It is specifically understood and agreed that should such notice be given by either party, in addition to renegotiating the levels of salaries and benefits contained in Article IX, the Agreement shall also be open for negotiation with respect to the inclusion in Article IX of a salary schedule and new or modified medical/health insurance-type benefits. If, by June 20 of any year in which the above stated notice is given by either party, the parties have not reached agreement on all matters open for negotiation, unless the parties agree otherwise, a fact-finding panel shall be established to assist the parties in reaching an agreement. Such fact-finding panel shall consist of one person appointed by the University, one person appointed by the Association, and a Chairperson selected from the academic sector of the University by the two appointed representatives. If the two representatives are unable to agree on the chairperson by June 25, then such person shall be selected by the appointed representatives from a panel of nominees submitted by the American Arbitration Association. Failing agreement otherwise, the alternate strike method shall be used with the striking of the first name to be determined by the toss of a coin. The fact-finding panel shall, if practicable, meet with the parties and report its findings and recommendations, if any, to each party's negotiating committee with the objective of achieving an agreement by July 19. Should no agreement be reached on all matters open for negotiation by August 1 then the University shall issue continuation contracts to members of the bargaining unit who are being employed for the following academic year, which continuation contracts shall be at the same salary and benefit levels and subject to the same terms and conditions as were in effect during the preceding academic year, and this Agreement, including Article IX and the continuation contracts, shall continue in full force and effect until terminated in accordance with the above Section 1. It is specifically agreed and understood that should such continuation contracts be issued, there is no guarantee that any eventual agreement on salary and benefit levels will be retroactive, and the impasse resolution procedure set forth above up to the August 1 issuance of continuation contracts will be subject to renegotiation at that time with respect to the following year. If a notice is given to negotiate as set forth above between March 1 and March 15 of any year, it is further agreed that, in addition to the matters specifically designated as being open for negotiation, the parties may mutually agree in writing prior to March 1 of that year to negotiate with respect to other issues.

Section 3. The parties by this Agreement have set forth their entire understanding on all matters which are or may properly be subject to collective bargaining. Furthermore, all matters subject to collective bargaining have been bargained upon whether or not such matters are included and they may not, except as set forth in the above Section 2 of this Article XIV, be made the subject of collective bargaining during the term of this Agreement.

3. Article VI, Faculty Workload, Section 2, Subsection A, was amended by substituting "six (6)" hours per term for the "eight (8)" hours per term previously set forth therein, as a result of the conversion to the semester system. Such amendment will continue in full force and effect.

4. Except as expressly modified in this Modification and Extension of Agreement, the aforesaid Collective Bargaining

Agreement of September 16, 1978 as modified and extended September 16, 1979, August 23, 1981, August 22, 1982, and August 21, 1983, along with all Addenda and Exhibits thereto, shall continue in full force and effect until terminated or modified in accordance with the above amended Article XIV or as modified in accordance with Article XIII, Sections 1 or 2 of said Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification and Extension of Agreement to be executed by their duly authorized representatives as of the date and year first stated above.

KENT STATE UNIVERSITY

By _____
Chairman, Board of Trustees

By _____
President

By _____
Head, Negotiating Policy Committee

UNITED FACULTY PROFESSIONAL ASSOCIATION

By _____
President

By _____
Secretary

By CARL NOONE
Chief Negotiator

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ADDENDUM A
University Policy Regarding Promotion: Faculty

Approved by Board of Trustees 9/12/74

1. Promotion shall be viewed as a recognition of an individual's having fulfilled the expectations for the next higher rank held by the department in which he is a member. (For promotion purposes, the term "department" shall be understood to mean the lowest level academic unit having budget status and in which faculty hold rank.)
   - 1.1 Such expectations shall be formulated by the department in consultation with and have the approval of the next higher administrative official, normally the Dean, out of an understanding of the present stature and future aspirations of the department. These provisions also require the approval of the Vice President for Academic Affairs.
   - 1.2 Such expectations which a department agrees upon, and which the next higher administrative official endorses, shall be stated in the departmental policy handbook and shall be distributed to all individuals in the department as well as all other individuals connected with the promotions procedure.

2. The norms in terms of which a department shall formulate its expectations are Academic Credentials and Experience, and Academic Performance.
   - 2.1 Academic Credentials and Experience
     - 2.1.1 Instructor—Normally, an individual must have the Master's degree before being appointed to the faculty as an Instructor.
     - 2.1.2 Assistant Professor—A faculty member should not expect to be considered for advancement to this rank until he has completed at least three (3) years as an Instructor. Evidence of advanced study or professional growth beyond that of the instructorship is normally expected.

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2.1.3 Associate Professor—A faculty member should not expect to be considered for advancement to this rank until he has completed at least four (4) years as an Assistant Professor. Usually, possession of the terminal degree, or equivalent professional achievement, is assumed.

2.1.4 Full Professor—A faculty member should not expect to be considered for advancement to this rank until he has completed at least five (5) years as an Associate Professor. Possession of academic credentials at least equivalent in nature to those called for in the associate professorship is assumed.

2.2 Academic Performance and University and Public Service—The evaluation of a colleague's academic performance requires qualitative standards evaluated by those competent to judge.

2.2.1 Instruction—Although it is recognized that teaching competence involves a number of intangible factors, it can be assessed. Departments shall provide a systematic procedure for assessing instruction. Quality of teaching is a crucial basis for promotion.

2.2.2 Research and Scholarship—Research, publication, significant creative activity, participation and leadership in professional and learned societies, and other evidence of outstanding achievement, such as awards, patents, and copyrights, shall be considered for promotion.

2.2.3 University and Public Service—Service to the University, College, and/or department which fits the normal pattern is expected of all faculty members; outstanding service of such nature, however, may properly be considered a basis for promotion. Significant public service, related to a faculty member's profession, shall properly be considered a basis for promotion. This is not meant to imply that all faculty must render such service in order to be considered for promotion.

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3. Promotion Procedure—Integral to an effective promotion policy is a procedure which serves the essential values of the University. The decision to promote in all cases shall rest upon the evidence and arguments of individuals who clearly understand the department's expectations as set forth in the departmental handbooks. The guiding premise in the following procedure is that the first and most critical step in initiating promotion should reside at the departmental level, but that the decision should be subject to review by extra-departmental faculty.

3.1 The Department—Action for faculty promotion shall be initiated on the departmental level.

3.1.1 Each fall quarter, the departmental Executive Committee shall review all faculty members in the department, including those in the Regional Campuses, and from them nominate by simple majority vote a list of nominees for promotion. To this list may be appended any names submitted by persons in their own behalf, by the Departmental Chairman, and/or by an academic administrative official of the University.

3.1.1.1 Those nominated shall be notified by the Departmental Chairman and permitted to withdraw their names if they wish.

3.1.2 Consideration of those nominated shall be undertaken by an *ad hoc* departmental Promotions Committee made up of *the tenured members of the departmental Executive Committee and the* tenured full professors of the department who may not be on the Executive Committee. The Committee will invite comment from both tenured and non-tenured members not serving on the Committee. Members of this Committee on leave-of-absence or absent for justifiable reasons shall be permitted to vote by absentee ballot.

3.1.2.1 The Promotions Committee shall have made available to it all relevant data concerning faculty to be considered for promotion. These materials

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shall be the subject of open discussion by the Committee, except that no member shall be present while the Committee deliberates or votes on promotions to a rank higher than his own.

3.1.2.2 Thereafter, each voting member shall indicate by a signed ballot yea or nay. Accompanying his ballot shall be a signed statement supporting his vote. Faculty members on leaves-of-absence may request the right to abstain.

3.1.2.3 The Departmental Chairman shall record the vote tally and report this to the Committee, which has the option to vote a second time on any candidate.

3.1.3 Approval of at least three-fourths of the members of the Promotion Committee (excluding the Chairman and those abstaining for reasons of leave-of-absence) shall be required for a departmental endorsement for promotion.

3.1.4 The Departmental Chairman shall independently weigh and assess all relevant information on all candidates, regardless of the percentage vote, and decide whether he feels it to be in the interest of the department to endorse the promotion of the candidate.

3.1.4.1 He shall record his decision, along with a signed statement supporting it.

3.1.5 The Chairman shall assemble the recorded votes, along with supporting statements, on all candidates endorsed by the Committee and/or himself, as well as all other documents relevant to the promotions.

3.1.6 The Chairman shall inform the offices of the appropriate Collegial Dean, the Vice President for Academic Affairs, and, in the case of faculty approved for graduate instruction in the Graduate College, the Dean of the Graduate College regarding candidates recommended for promotion. Complete data, including extra documentation presented by the candidate, shall be made available to the appropriate office.

3.1.7 The Departmental Chairman, in writing, shall notify a candidate for promotion of the Promotion Committee's action, along with the numerical vote and reasons therefor in cases where the vote is negative (excluding the names of the authors of the reasons) and his own recommendation and reasons therefor, with copies sent to the Dean and the Vice President for Academic Affairs.

3.1.7.1 This shall be done at least one week prior to the date designated as the submission date for departmental recommendations to the Dean of the College.

3.2 The Graduate College—The Dean of the Graduate College shall have the right to state his recommendation of the promotion of faculty approved for graduate instruction who have been recommended for promotion at the departmental level. He shall do so in a written statement to the Vice President for Academic Affairs, with copies sent to the appropriate Departmental Chairman and Collegial Dean.

3.3 The College—The Dean of the College shall have the responsibility to evaluate all endorsements at the departmental level and to decide whether it be in the best interest of the department and college to approve those endorsements.

3.3.1 The Dean of the College shall convene the College Executive Committee, or an elective and representative collegial faculty body if the College has no such committee, to obtain its advisory opinion on departmental endorsements forwarded to him.

3.3.2 He shall prepare a written statement in which he records the opinion of the College Executive Committee along with the numerical vote

in cases where that vote is negative, and in which he records his recommendation of approval or disapproval, and forward this to the Vice President for Academic Affairs.

3.3.3 If his decision is unfavorable, he shall inform the individual faculty member concerned, in writing, of his decision and the reasons therefor and send a copy to the Departmental Chairman.

3.3.3.1 Such a communication to a candidate whose promotion he does not approve shall be made at least one week prior to the date designated for the submission of collegial recommendations to the Vice President for Academic Affairs.

3.4 The Vice President for Academic Affairs—The Vice President for Academic Affairs shall make the final administrative decision on promotions forwarded to him in the manner described above.

3.4.1 To aid in making his decision, he may consult with any administrative and/or faculty body or persons whose opinion he deems desirable.

3.4.2 The Vice President for Academic Affairs shall notify, in writing, the candidates for promotion of his action at least one week prior to the date designated as the submission date for recommendations for promotion by the President to the Board of Trustees. The communication to candidates whose promotions he does not approve shall include reasons why approval was withheld. Copies of each communication shall be sent to the appropriate Dean and Chairman.

4. The Faculty Senate Promotion policy with regard to Regional Campuses approved by the Faculty Senate May 8, 1972, and by the University Board of Trustees on May 10, 1973, is part of this promotion policy.

ADDENDUM B
University Policy Regarding Tenure

Approved by Board of Trustees June 8, 1975

1. Within the limitations of Ohio laws and after the successful completion of the specified probationary period and the evaluative process called for in this policy, Kent State University shall grant faculty members indefinite tenure as one means of insuring academic freedom.

1.1 The only faculty covered by this policy are those who hold full-time appointments to the regular ranks of instructor, assistant professor, associate professor, or full professor. Such appointments as term, casual or continuing, part-time, lecturer, visiting, or adjunct and others are not included in these understandings.

1.2 Kent State University recognizes a limited appointment, that is, one automatically after a specified time, when the appointment recommendation particularly notes such an automatic time limit and is accepted by the appointee. Such appointments are not included in these understandings.

1.3 This policy applies to administrative personnel who hold academic rank, but only in their capacity as faculty members.

2. Indefinite tenure is the right of a faculty member to continuous appointment to a professional position of specified locus in the University. The services of a faculty member with tenure may be terminated by the University only under policies stated elsewhere.

2.1 Tenure is granted in the unit of instruction (department) specified in the appointment.

2.2 Tenure is granted either at the Kent Campus or in the regional campuses system, but not both, as specified in the appointment.

3. In considering an individual for tenure, the length of time in the probationary rank and the dates of notice are related to the initial appointment rank.

3.1 Probationary periods and notice dates:

3.1.1 An initial appointment at the rank of instructor or assistant professor shall be subject to the following probationary periods:

3.1.1.1 If the appointment carries no years of credit toward tenure the appointee shall receive written notification by March 15 of the fifth year of service that:

3.1.1.1.1 Tenure will be granted. In this case the tenure shall be effective at the start of the next contract year; or

3.1.1.1.2 A one year extension of the probationary period is to be granted. In this case the appointee shall be reconsidered for tenure during the following year and be notified by March 15 of that year. In the event that tenure is then to be granted, it shall be effective at the start of the next contract year. In the event that tenure is not granted, the appointee shall receive a one year terminal contract for the following academic year; or

3.1.1.1.3 Tenure is not to be granted. In this case the appointee shall receive a one year terminal appointment for the following academic year.

3.1.1.2 If the appointment carries some years of credit toward tenure, the number of years shall be deducted from five and the provisions of 3.1.1 shall be used with the new number replacing the five year provision; i.e. if an assistant professor is hired with two years credit toward tenure, then the notification shall occur by March 15 of the third year of service. Except for an instructor promoted to Assistant Professor where the maximum number of years of credit toward tenure may be three, the maximum number of years of credit toward tenure may be two.

3.1.2 An initial appointment at the rank of associate professor (or of professor if, in gaining this rank the appointee was promoted from a lower rank which was held at another accredited institution of higher education) shall carry a probationary period of two years. Tenure shall be granted (unless the probationary period is extended) when the faculty member has served two years and is offered reappointment for the third year.

In the event that reappointment is not to be offered for the third year, or that the probationary period is to be extended one year, the appointee shall receive written notice of such action by December 15 of the second year.

In those cases where the probationary period has been extended to three years of service, if reappointment is not to be offered for the fourth year, the appointee shall receive written notice of this action by December 15 of the third year.

3.1.3 An initial appointment at the rank of professor, when the appointee held the rank of professor at another accredited institution of higher education, may carry tenure with the appointment.

3.2 Extension of the probationary period shall be limited to exceptional situations, as determined at the collegial or higher levels, and in no case shall the extension be more than one year.

3.3 Since the purpose of the probationary period is to provide an opportunity for observation, time spent on

leave of absence is not considered as part of the probationary period. Summer appointments are not counted within yearly appointments.

3.4 The conferring of tenure is a positive act by the University and as such a faculty member cannot receive tenure by default.

3.4.1 If an untenured faculty member does not receive notification by the appropriate date, March 15 for instructors and assistant professors and December 15 for associate and full professors, the faculty member as part of his/her professional responsibility, shall have 20 days to enquire of the Chairperson/Dean/Vice President as to the status of his/her tenure decision. The University will have 10 days in which to respond.

3.4.1.1 In the event that the evaluative process has been conducted, the University will notify the individual and the decision will go forward as if the appropriate notification dates had been met.

3.4.1.2 In the extreme case that a candidate has not been evaluated for tenure at the proper time, he/she will be evaluated at the next regular evaluation period after the error has been detected with all relevant notification dates delayed accordingly.

3.4.2 Any failure in procedural matters by the University or the faculty member shall not be sufficient cause for the conferring of tenure, the denial of tenure or the termination of employment.

4. The granting of tenure is a deliberate and important decision, initiated by a candidate's peers and eventually made by the Trustees of the University. Since this decision could result in life-long employment at this institution for a faculty member, it should involve more than a mere survey of the candidate's minimum quantifiable activities. Essentially, those involved in making a tenure decision are asking

the question, "Is this the kind of person we want as a colleague for the rest of his/her career?" The way that question is answered strongly influences the general quality of the University's faculty and thus the stature and well-being of the University.

4.1 The minimum criteria upon which tenure is granted are:

4.1.1 The candidate will have the terminal degree in his/her discipline. Exceptions can be made in particular cases, provided that such exceptions can be justified by the candidate's department/school and are approved by the Dean and the Vice President for Academic Affairs.

4.1.2 The candidate must submit evidence of successful teaching and continuing intellectual and professional activity. Such evidence shall include but is not limited to: teaching evaluations, publications, grants, awards or other activities appropriate to the discipline, as specified by the candidate's unit of instruction.

4.1.3 The willing acceptance of those responsibilities assumed by faculty members in the area of service to the University and community will also be considered for the granting of tenure.

4.2 Promotion to the rank of associate professor or full professor shall confer tenure.

4.3 Specific criteria for tenure, especially those appropriate to a particular department/school shall be formulated by the department/school in the light of collegial and university standards and guidelines, the mission of their unit and the demands of their discipline. These criteria will require the approval of the department/school, the Dean, and the confirmation of the Vice President for Academic Affairs.

4.4 Criteria for tenure, in addition to those which apply University-wide, which a department/school has agreed upon shall be stated in the departmental policy book and shall be distributed to all faculty members in the department/school as well as to all other individuals concerned with tenure procedure.

4.5 Criteria based upon sex, race, creed, handicap, color, or national origin are expressly forbidden.

5. The Tenure Committee of a department/school shall be composed of all tenured members of the Executive Committee and any tenured full professors who may not be members of the Executive Committee. All actions involving tenure are to be initiated by this Committee. No member of the Committee shall be present when the Committee deliberates or votes on tenure of an individual in a rank higher than that of the individual member of the Tenure Committee, or on a spouse or relative.

6. The terms and conditions of every appointment including any credit for previous academic appointment and the year in which tenure procedures will take place shall be stated in writing and be in the possession of both Kent State University and the faculty member before the appointment is consummated.

7. Nothing in this policy shall operate retroactively to the disadvantage of faculty members holding full-time regular rank on June 8, 1978.

ADDENDUM C
University Policy Regarding Teaching Load: Faculty

Approved by the Board of Trustees Circa 1971

All regular, full-time faculty are expected to work full-time for the University. This does not mean that each contributes in the same way. Some professors are employed by mutual agreement between themselves and their departments solely for undergraduate teaching. For these persons the teaching load shall be 36 credit hours per academic year. Some professors are employed for a mixture of undergraduate teaching, graduate teaching, and the public research that is an inherent part of graduate education. Their teaching load shall be the equivalent of 36 credit hours of teaching and shall include informal class teaching and appropriate teaching credit for advising of individual investigations, seminars, research, theses, and dissertations.

Some professors may serve the public professionally and without remuneration in ways that lie outside the classroom laboratory, or studio. When this service contributes toward fulfilling the goals of the University, it may be part of the load of that professor.

University service, such as committee work, is expected from all regular, full-time faculty as part of their normal service. In those few cases when such service is very heavy the Vice President for Academic Affairs (for University affairs) or the collegial dean (for collegial or departmental affairs) may allow this service to be an appropriate part of the load of the professor.

There are differences among activities within the different disciplines. Thus, regulations describing the kinds of loads that are equivalent cannot be universal. Therefore, each department chairperson along with the executive committee of that department, shall specify which kinds of loads shall be the equivalents of 36 credits of formal course teaching per academic year, with appropriate adjustments being made for direction of laboratory and studio sections, for an excessive number of preparations by a new faculty member, and for unusually large class sections. Upon approval by the collegial

dean, these specifications shall be filed with the dean and with the Vice President for Academic Affairs. All regular, full-time faculty in the department shall be informed of these departmental understandings.

Full-time temporary faculty normally are assigned to teaching responsibilities which will total 15 credit hours per quarter.

Addendum D

Kent State University
Regional Campuses

Overload and Summer Salary Schedule
Effective Fall Semester 1984
Collective Bargaining Agreement – Revised Addendum D

UNDERGRADUATE AND GRADUATE

Load Hrs.	Rank	Instr.	Asst.	Assoc.	Prof
1.00		417.00	515.00	615.00	713.00
1.25		521.25	643.75	768.75	891.25
1.50		625.50	772.50	922.50	1,069.50
1.75		729.75	901.25	1,076.25	1,247.75
2.00		834.00	1,030.00	1,230.00	1,426.00
2.25		938.25	1,158.75	1,383.75	1,604.25
2.50		1,042.50	1,287.50	1,537.50	1,782.50
2.75		1,146.75	1,416.25	1,691.25	1,960.75
3.00		1,251.00	1,545.00	1,845.00	2,139.00
3.25		1,355.25	1,673.75	1,998.75	2,317.25
3.50		1,459.50	1,802.50	2,152.50	2,495.50
3.75		1,563.75	1,931.25	2,306.25	2,673.75
4.00		1,668.00	2,060.00	2,460.00	2,852.00
4.25		1,772.25	2,188.75	2,613.75	3,030.25
4.50		1,876.50	2,317.50	2,767.50	3,208.50
4.75		1,980.75	2,446.25	2,921.25	3,386.75
5.00		2,085.00	2,575.00	3,075.00	3,565.00
5.25		2,189.25	2,703.75	3,228.75	3,743.25
5.50		2,293.50	2,832.50	3,382.50	3,921.50
5.75		2,397.75	2,961.25	3,536.25	4,099.75
6.00		2,502.00	3,090.00	3,690.00	4,278.00
6.25		2,606.25	3,218.75	3,843.75	4,456.25
6.50		2,710.50	3,347.50	3,997.50	4,634.50
6.75		2,814.75	3,476.25	4,151.25	4,812.75
7.00		2,919.00	3,605.00	4,305.00	4,991.00
7.25		3,023.25	3,733.75	4,458.75	5,169.25
7.50		3,127.50	3,862.50	4,612.50	5,347.50
7.75		3,231.75	3,991.25	4,766.25	5,525.75
8.00		3,336.00	4,120.00	4,920.00	5,704.00

EXHIBIT 1
Negotiation Procedure and Decertification

Section 1. Negotiation Procedure

Until such time as a public employee bargaining law supersedes the procedure set forth herein, the parties agree that all negotiations both during the term of this Agreement and negotiations toward any subsequent collective bargaining agreements will be conducted in accordance with the following general guidelines:

A. The parties mutually accept the concept that collective bargaining should be conducted at the bargaining table with only periodic progress reports being rendered to the parties' constituencies and the general public.

B. Reporting to constituencies and the public should be truthful and designed to be informative of the bargaining progress.

C. The parties recognize that collective bargaining involves a free exchange of expressions and concepts in an atmosphere where one need not fear being quoted out of context. Accordingly, the parties agree that no recordings will be made of negotiations and no official minutes or verbatim notes will be made.

D. The parties further recognize that the best possible agreement can be achieved only after both negotiating teams have access to necessary data. Accordingly, the parties accept the concept of the mutual sharing of information and providing access to obtain necessary financial and other data under the same general guidelines that would be applicable if the negotiations were governed by the National Labor Relations Act.

E. When tentative agreements are reached, they will be reduced to writing and initialed by a representative of each party pending completion of the final master agreement, recognizing the right of any party to reconsider even a tentative agreement in light of subsequent discussions on other matters.

F. The parties agree to negotiate in a good faith deliberate manner toward the end of resolving all relevant areas of concern. The parties further agree that after all relevant issues have been fully subjected to negotiation at the bargaining table, or reasonably should have been, and the parties are still unable to reach an agreement, either party may:

1. Establish an impasse date after which, failing total agreement, the parties will jointly seek intervention by the Federal Mediation and Conciliation Service, and
2. Thirty (30) days after intervention by the Federal Mediation and Conciliation Service both parties shall be released from the agreed upon guidelines for negotiations set forth in this Section 1.

However, nothing contained in this Section 1 shall preclude the parties from agreeing to adopt or utilize other means for achieving an agreement and avoiding impasse and confrontation during the collective bargaining process.

Section 2. Recognition Withdrawal Procedure

A. Voting Eligibility
   1. Eligible voters will be those faculty members who are defined as members of the bargaining unit in Article I of the Collective Bargaining Agreement.
   2. A list of eligible voters will be prepared and distributed by the Office of the Vice President for Academic Affairs.
   3. Challenges to either inclusion or exclusion from the list must be made in writing to the Office of the Vice President for Academic Affairs no later than two weeks prior to the election. Challenges will be forwarded to an impartial third party arbitrator to be designated by the American Arbitration Association for resolution.

B. Requirements for Initiating An Election
   1. A petition signed by at least thirty per cent (30%) of the eligible voters as defined in A.1. of these rules shall be required for an election to be held.
   2. If there is no formal bargaining agreement between the University and the Association, a decertification petition can be filed any time.
   3. If there is a formal bargaining agreement between the University and the Association, a decertification petition can be filed no earlier than ninety(90) days nor later than sixty (60) days prior to the expiration of the Agreement.

4. The petition shall be submitted to the Office of the Vice President for Academic Affairs. The Vice President's Office shall announce the receipt of the petition within three (3) days of its validation.

C. Composition of Decertification Ballot
   1. No Collective Bargaining Agent
   2. United Faculty Professional Association

D. Conduct of Parties
   1. All campaign literature must be dated and must identify the party circulating it.
   2. Unfair tactics or intimidation of any kind during the pre-election period by any of the parties to the election will be considered as possible grounds for invalidating the election results. Any and all charges of unfair tactics or intimidation during the pre-election period shall be made in writing and delivered to the Vice President for Academic Affairs' Office no later than one (1) week after the election. The Vice President for Academic Affairs' Office will forward said charges to the impartial third party arbitrator for determination.
   3. The conduct of any of the parties before or during the election is subject to the filing of objections under Section 2.D. of these rules.

E. Conduct of the Decertification Election
   1. If a validated petition is received in accordance with these guidelines, an election will be held as soon as possible thereafter by the impartial third party.
   2. The University will assume the costs of conducting the election.

F. Mechanics of Voting
   1. Election notices will be posted at least two (2) weeks prior to the election.
   2. Voting dates and hours will be established at each location.
   3. Voting will take place at assigned locations with eligibility lists for each location. Booths will be placed at each location to insure privacy.
   4. Observers for all parties will be allowed at each location to insure that only eligible voters vote.

5. No electioneering will be allowed in the immediate vicinity of the voting location.

G. Election Results
   1. The Association will be decertified if it does not receive a simple majority of the valid ballots cast in the election.
   2. If the Association is not decertified in any election held under this procedure, then there will be a minimum period of one (1) year from the date of the election before another election can be held.

1984

MODIFICATION AND EXTENSION OF COLLECTIVE BARGAINING AGREEMENT

This Modification and Extension of Agreement is made and entered into this 26th day of September, 1984 effective as of 19th day of August, 1984, by and between KENT STATE UNIVERSITY (hereinafter called "University") and the UNITED FACULTY PROFESSIONAL ASSOCIATION (hereinafter called the "Association") and is a modification and extension of a Collective Bargaining Agreement between the parties hereto which became effective September 16, 1978 and which was modified and extended effective September 16, 1979, August 23, 1981, August 22, 1982, and August 21, 1983.

WITNESSETH: THAT

WHEREAS, the parties, as a result of negotiations entered into in accordance with Article XIV, Section 2 of the above referenced September 16, 1978 Collective Bargaining Agreement as modified and extended September 16, 1979, August 23, 1981, August 22, 1982, and August 21, 1983, have entered into certain agreements modifying and extending said Collective Bargaining Agreement; and

WHEREAS, the parties are now desirous of setting forth said modifications and extensions in writing;

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter set forth, the Collective Bargaining Agreement of September 16, 1978 as modified and extended September 16, 1979, August 23, 1981, August 22, 1982, and August 21, 1983, is hereby amended and extended as specifically set forth hereinbelow.

1. Article IX of the September 16, 1978 Agreement as modified and amended September 16, 1979, August 23, 1981, August 22, 1982, and August 21, 1983, is amended in its entirety by substituting the following Article IX.

ARTICLE IX

Salaries and Benefits

Section 1. Salaries - Academic Year 1984-1985.

A. 1. For the academic year 1984-1985, each member of the bargaining unit shall receive a minimum increase in the amount of five percent (5%) of his/her contract salary for the academic year 1983-1984.

2. In addition to the above-stated minimum increases, a merit and salary adjustment pool of two percent (2%) will be distributed according to a plan and procedure developed by the University.

3. None of the foregoing increases will be applicable to members of the bargaining unit designated as "University Professors" whose salary shall be determined annually by the President of the University.

B. The general increase specified above is applicable only to that portion of a faculty member's salary that is a line item in the academic unit budget and is not applicable to any portion of the faculty member's salary up to and including 100% of which is determined by other agencies of the State of Ohio.

C. Any member of the faculty who is promoted in rank for the academic year 1984-1985 shall, in addition to any increases under the above Section A, receive the following promotion increase.

Promoted to:	Promotion Increase:
Full Professor	$1,000.00
Associate Professor	$ 600.00
Assistant Professor	$ 300.00

D. Revised Addendum D, the Regional Campuses Overload and Summer Salary Schedule, which is attached hereto and incorporated herein shall continue in effect, as modified, for academic year 1984-1985.

E. The University shall "pick up" (assume and pay) the employee contribution to the State Teachers Retirement System (STRS) in lieu of contributions by the bargaining unit members, by restating gross pay as consisting of both cash contribution and deferred compensation portions. The deferred compensation portion will be the percentage employee contribution to STRS picked up by the University and contributed to STRS for the account of the member employee. No member of the bargaining unit shall have the option to receive the contributed amount directly. The pick up plan shall begin as soon as practicable, but no later than January 1, 1985.

F. While the Association remains the exclusive agent for negotiating salaries for members of the bargaining unit, the University reserves the right to adjust salaries beyond the negotiated levels to match bona fide offers of employment, to address salary discrepancies, and/or in other unusual circumstances. When such an adjustment occurs, the University will inform the Association, in writing, within ten (10) days of its action.

Section 2. Benefits - Beginning Academic Year 1984-1985.

A. During the academic year 1984-1985, the University agrees to maintain the existing insurance benefits, or their approximate equivalents, as specified in the collective bargaining agreement or the previous modification and extension agreements and to absorb the increased costs for maintaining such existing and modified coverage.

B. Early Retirement. The decision to retire is an individual matter. The University will provide advice and counsel to any faculty member who may wish to examine the possibilities available through early retirement. The individual faculty member should first determine his/her retirement status and options with the State Teachers Retirement System.

C. Fee Remission. The general fee and the instructional fee shall be waived for eligible faculty members' spouses and children, which overall eligibility requirements will not be greater than that which is currently required.

Section 3. Salaries: Special Provisos for Reopeners.

A. It is fully understood and agreed that for the duration of the current contract, a substantial portion of any salary increase monies for each salary reopener will be allocated to merit.

B. In the future, bargaining unit members with twelve (12) month contracts will receive across the board increases which are 2/9 greater than the amount awarded for bargaining unit members with nine (9) month contracts whenever fixed amounts, rather than percentage increases, are negotiated.

2. Article XIV of said September 16, 1978 Agreement as modified and amended September 16, 1979, August 23, 1981, August 22, 1982, and August 21, 1983, is hereby amended in its entirety to read as follows.

ARTICLE XIV

Duration

Section 1. The effective date of this Agreement shall be the 19th day of August, 1984. Except as changes, amendments or supplements may be mutually agreed to during its term, this Agreement shall continue in full force and effect until 12:01 A.M. on September 16, 1987, and from year to year thereafter unless either party shall at least one hundred twenty (120)

days but not more than one hundred thirty-five (135) days prior to the expiration date or any anniversary thereof notify the other party in writing of its desire to amend or terminate this Agreement, unless this Agreement is opened and terminated in accordance with the following Section 2. In the event that such notice is given, the parties agree to meet within ten (10) days.

Section 2. Between March 1 and March 15, 1985 and/or 1986, either party may give to the other party notice in writing of its desire to renegotiate the levels of the salaries and benefits set forth in Article IX of the Agreement for the academic years 1985-1986 and/or 1986-1987. It is specifically understood and agreed that should such notice be given by either party, in addition to renegotiating the levels of salaries and benefits contained in Article IX, the Agreement shall also be open for negotiation with respect to the inclusion in Article IX of a salary schedule and new or modified medical/health insurance-type benefits. If, by June 20 of any year in which the above stated notice is given by either party, the parties have not reached agreement on all matters open for negotiation, unless the parties agree otherwise, a fact-finding panel shall be established to assist the parties in reaching an agreement. Such fact-finding panel shall consist of one person appointed by the University, one person appointed by the Association, and a Chairperson selected from the academic sector of the University by the two appointed representatives. If the two representatives are unable to agree on the chairperson by June 25, then such person shall be selected by the appointed representatives from a panel of nominees submitted by the American Arbitration Association. Failing agreement otherwise, the alternate strike method shall be used with the striking of the first name to be determined by the toss of a coin. The fact-finding panel shall, if practicable, meet with the parties and report its findings and recommendations, if any, to each party's negotiating committee with the objective of achieving an agreement by July 19. Should no agreement be reached on all matters open for negotiation by August 1, then the University shall issue continuation contracts to members of the bargaining unit who are being employed for the following academic year, which continuation contract shall be at the same salary and benefit levels and subject to the same terms and conditions as were in effect during the preceding academic year, and this Agreement, including Article IX and the continuation contracts, shall continue in full force and effect until terminated in accordance with the above Section 1. It is specifically agreed and understood that should such continuation contracts be issued, there is no guarantee that any eventual agreement on salary and benefit levels will be retroactive, and the impasse resolution procedure set forth above up to the August 1

issuance of continuation contracts will be subject to renegotiation at that time with respect to the following year. If a notice is given to negotiate as set forth above between March 1 and March 15 of any year, it is further agreed that, in addition to the matters specifically designated as being open for negotiation, the parties may mutually agree in writing prior to March 1 of that year to negotiate with respect to other issues.

Section 3. The parties by this Agreement have set forth their entire understanding on all matters which are or may properly be subject to collective bargaining. Furthermore, all matters subject to collective bargaining have been bargained upon whether or not such matters are included and they may not, except as set forth in the above Section 2 of this Article XIV, be made the subject of collective bargaining during the term of this Agreement.

3. Article VI, Faculty Workload, Section 2, Subsection A, was amended by substituting "six (6)" hours per term for the "eight (8)" hours per term previously set forth therein, as a result of the conversion to the semester system. Such amendment will continue in full force and effect.

4. Except as expressly modified in this Modification and Extension of Agreement, the aforesaid Collective Bargaining Agreement of September 16, 1978 as modified and extended September 16, 1979, August 23, 1981, August 22, 1982, and August 21, 1983, along with all Addenda and Exhibits thereto, shall continue in full force and effect until terminated or modified in accordance with the above amended Article XIV or as modified in accordance with Article XIII, Sections 1 or 2 of said Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification and Extension of Agreement to be executed by their duly authorized representatives as of the date and year first stated above.

KENT STATE UNIVERSITY

By Richard T Cunningham
Chairman, Board of Trustees

By
President

By Thomas D. Moore
Head, Negotiating Policy Committee

UNITED FACULTY PROFESSIONAL ASSOCIATION

By Dolores L. Noll
President

By L. Brien Price
Secretary

By CARL NOONE
Chief Negotiator

Kent State University
Regional Campuses

Overload and Summer Salary Schedule
Effective Fall Semester 1984
Collective Bargaining Agreement--Revised Addendum D

UNDERGRADUATE AND GRADUATE				
Rank / Load Hours	INSTR	ASST	ASSOC	PROF
1.00	417.00	515.00	615.00	713.00
1.25	521.25	643.75	768.75	891.25
1.50	625.50	772.50	922.50	1,069.50
1.75	729.75	901.25	1,076.25	1,247.75
2.00	834.00	1,030.00	1,230.00	1,426.00
2.25	938.25	1,158.75	1,383.75	1,604.25
2.50	1,042.50	1,287.50	1,537.50	1,782.50
2.75	1,146.75	1,416.25	1,691.25	1,960.75
3.00	1,251.00	1,545.00	1,845.00	2,139.00
3.25	1,355.25	1,673.75	1,998.75	2,317.25
3.50	1,459.50	1,802.50	2,152.50	2,495.50
3.75	1,563.75	1,931.25	2,306.25	2,673.75
4.00	1,668.00	2,060.00	2,460.00	2,852.00
4.25	1,772.25	2,188.75	2,613.75	3,030.25
4.50	1,876.50	2,317.50	2,767.50	3,208.50
4.75	1,980.75	2,446.25	2,921.25	3,386.75
5.00	2,085.00	2,575.00	3,075.00	3,565.00
5.25	2,189.25	2,703.75	3,228.75	3,743.25
5.50	2,293.50	2,832.50	3,382.50	3,921.50
5.75	2,397.75	2,961.25	3,536.25	4,099.75
6.00	2,502.00	3,090.00	3,690.00	4,278.00
6.25	2,606.25	3,218.75	3,843.75	4,456.25
6.50	2,710.50	3,347.50	3,997.50	4,634.50
6.75	2,814.75	3,476.25	4,151.25	4,812.75
7.00	2,919.00	3,605.00	4,305.00	4,991.00
7.25	3,023.25	3,733.75	4,458.75	5,169.25
7.50	3,127.50	3,862.50	4,612.50	5,347.50
7.75	3,231.75	3,991.25	4,766.25	5,525.75
8.00	3,336.00	4,120.00	4,920.00	5,704.00

7/16/84

Bargi 1983

MODIFICATION AND EXTENSION OF COLLECTIVE BARGAINING AGREEMENT

This Modification and Extension of Agreement is made and entered into this 9th day of September, 1983 effective as of 21st day of August, 1983, by and between KENT STATE UNIVERSITY (hereinafter called "University") and the UNITED FACULTY PROFESSIONAL ASSOCIATION (hereinafter called the "Association") and is a modification and extension of a Collective Bargaining Agreement between the parties hereto which became effective September 16, 1978 and which was modified and extended effective September 16, 1979, August 23, 1981 and August 22, 1982.

WITNESSETH: THAT

WHEREAS, the parties, as a result of negotiations entered into in accordance with Article XIV, Section 2 of the above referenced September 16, 1978 Collective Bargaining Agreement as modified and extended September 16, 1979, August 23, 1981, and August 22, 1982 have entered into certain agreements modifying and extending said Collective Bargaining Agreement; and

WHEREAS, the parties are now desirous of setting forth said modifications and extensions in writing;

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter set forth, the Collective Bargaining Agreement of September 16, 1978 as modified and extended September 16, 1979, August 23, 1981, and August 22, 1982, is hereby amended and extended as specifically set forth hereinbelow.

1. Article IX of the September 16, 1978 Agreement as modified and amended September 16, 1979, August 23, 1981 and August 22, 1982 is amended in its entirety by substituting the following Article IX.

ARTICLE IX

Salaries and Benefits

Section 1. Salaries - Academic Year 1983-1984.

A. 1. For the academic year 1983-1984, each member of the bargaining unit shall receive a minimum increase in accordance with his/her status for the academic year 1983-1984.

RANK	AMOUNT
Professors.	.$2,360
Associate Professors. . .	.$1,810
Assistant Professors. . .	.$1,555
Instructors	.$1,325

2. In addition to the above-stated minimum increases, which total 7%, a merit pool of 3% will be distributed according to a plan and procedure developed by the University.

3. None of the foregoing increases will be applicable to members of the bargaining unit designated as "University Professors" whose salary shall be determined annually by the President of the University.

B. The general increase specified above is applicable only to that portion of a faculty member's salary that is a line item in the academic unit budget and is not applicable to any portion of the faculty member's salary up to and including 100% of which is determined by other agencies of the State of Ohio.

C. Any member of the faculty who is promoted in rank for the academic year 1982-1983 shall, in addition to any increases under the above Section A, receive the following promotion increase.

Promoted to:	Promotion Increase:
Full Professor	$1,000.00
Associate Professor	$ 600.00
Assistant Professor	$ 300.00

D. Revised Addendum D, the Regional Campuses Overload and Summer Salary Schedule, which is attached hereto and incorporated herein shall continue in effect, as modified, for academic year 1983-1984.

Section 2. Benefits - Beginning Academic Year 1983-1984.

A. During the academic year 1983-1984, except as modified below, the University agrees to maintain the existing insurance benefits, or their approximate equivalents, as specified in the collective bargaining agreement or the previous modification and extension agreements and to absorb the increased costs for maintaining such existing and modified coverage.

1. The University will modify the existing life insurance benefit in order to provide each member of the faculty with life insurance equal to two and one-half times his/her annual salary, up to a maximum of $50,000.

B. Early Retirement. The decision to retire is an individual matter. The University will provide advice and counsel to any faculty member who may wish to examine the possibilities available through early retirement. The individual faculty member should first determine his/her retirement status and options with the State Teachers Retirement System.

C. Fee Remission. The general fee and the instructional fee shall be waived for eligibile faculty members' spouses and children, which overall eligibility requirements will not be greater than that which is currently required.

Section 3. Salaries: Special Provisos for Reopeners.

A. It is fully understood and agreed that for the duration of the current contract, a substantial portion of any salary increase monies for each salary reopener will be allocated to merit.

B. For the salary reopener governing Academic Year 1984-1985, thirty percent (30%) of any salary increase monies will be allocated to merit.

2. Article XIV of said September 16, 1978 Agreement as modified and amended September 16, 1979, August 23, 1981, and August 22, 1982, is hereby amended in its entirety to read as follows.

ARTICLE XIV

Duration

Section 1. The effective date of this Agreement shall be the 21st day of August, 1983. Except as changes, amendments or supplements may be mutually agreed to during its term, this

Agreement shall continue in full force and effect until 12:01 A.M. on September 16, 1987, and from year to year thereafter unless either party shall at least one hundred twenty (120) days but not more than one hundred thirty-five (135) days prior to the expiration date or any anniversary thereof notify the other party in writing of its desire to amend or terminate this Agreement, unless this Agreement is opened and terminated in accordance with the following Section 2. In the event that such notice is given, the parties agree to meet within ten (10) days.

Section 2. Between March 1 and March 15, 1984 and/or 1985 and/or 1986, either party may give to the other party notice in writing of its desire to renegotiate the levels of the salaries and benefits set forth in Article IX of the Agreement for the academic years 1984-1985 and/or 1985-1986 and/or 1986-1987. It is specifically understood and agreed that should such notice be given by either party, in addition to renegotiating the levels of salaries and benefits contained in Article IX, the Agreement shall also be open for negotiation with respect to the inclusion in Article IX of a salary schedule and new or modified medical/health insurance-type benefits. If, by June 20 of any year in which the above stated notice is given by either party, the parties have not reached agreement on all matters open for negotiation, unless the parties agree otherwise, a fact-finding panel shall be established to assist the parties in reaching an agreement. Such fact-finding panel shall consist of one person appointed by the University, one person appointed by the Association, and a Chairperson selected from the academic sector of the University by the two appointed representatives. If the two representatives are unable to agree on the chairperson by June 25, then such person shall be selected by the appointed representatives from a panel of nominees submitted by the American Arbitration Association. Failing agreement otherwise, the alternate strike method shall be used with the striking of the first name to be determined by the toss of a coin. The fact-finding panel shall, if practicable, meet with the parties and report its findings and recommendations, if any, to each party's negotiating committee with the objective of achieving an agreement by July 19. Should no agreement be reached on all matters open for negotiation by August 1, then the University shall issue continuation contracts to members of the bargaining unit who are being employed for the following academic year, which continuation contract shall be at the same salary and benefit levels and subject to the same terms and conditions as were in effect during the preceding academic year, and this Agreement, including Article IX and

the continuation contracts, shall continue in full force and effect until terminated in accordance with the above Section 1. It is specifically agreed and understood that should such continuation contracts be issued, there is no guarantee that any eventual agreement on salary and benefit levels will be retroactive, and the impasse resolution procedure set forth above up to the August 1 issuance of continuation contracts will be subject to renegotiation at that time with respect to the following year. If a notice is given to negotiate as set forth above between March 1 and March 15 of any year, it is further agreed that in addition to the matters specifically designated as being open for negotiation, the parties may mutually agree in writing prior to March 1 of that year to negotiate with respect to other issues.

Section 3. The parties by this Agreement have set forth their entire understanding on all matters which are or may properly be subject to collective bargaining. Furthermore, all matters subject to collective bargaining have been bargained upon whether or not such matters are included and they may not, except as set forth in the above Section 2 of this Article XIV, be made the subject of collective bargaining during the term of this Agreement.

3. Article VI, Faculty Workload, Section 2, Subsection A, was amended by substituting "six (6)" hours per term for the "eight (8)" hours per term previously set forth therein, as a result of the conversion to the semester system. Such amendment will continue in full force and effect.

4. Except as expressly modified in this Modification and Extension of Agreement, the aforesaid Collective Bargaining Agreement of September 16, 1978 as modified and extended September 16, 1979, August 23, 1981, and August 22, 1982, along with all Addenda and Exhibits thereto, shall continue in full force and effect until terminated or modified in accordance with the above amended Article XIV or as modified in accordance with Article XIII, Sections 1 or 2 of said Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification and Extension of Agreement to be executed by the

BEST COPY AVAILABLE

their duly authorized representatives as of the date and year first stated above.

KENT STATE UNIVERSITY

By Norman E Jackson
Chairman, Board of Trustees

By
President

By Thomas D. Moore
Head, Negotiating Committee

UNITED FACULTY PROFESSIONAL ASSOCIATION

By
President

By Gertrude A. Steuernagel
Secretary

By CARL MOORE
Chief Negotiator

Kent State University
Regional Campuses

Overload and Summer Salary Schedule
Effective Fall Semester 1983
Collective Bargaining Agreement--Revised Addendum D

UNDERGRADUATE AND GRADUATE				
Rank / Load Hours	INSTR	ASST	ASSOC	PROF
1.00	389.00	481.00	574.00	666.00
1.25	486.25	601.25	717.50	832.50
1.50	583.50	721.50	861.00	999.00
1.75	680.75	841.75	1,004.50	1,165.50
2.00	778.00	962.00	1,148.00	1,332.00
2.25	875.25	1,082.25	1,291.50	1,498.50
2.50	972.50	1,202.50	1,435.00	1,665.00
2.75	1,069.75	1,322.75	1,578.50	1,831.50
3.00	1,167.00	1,443.00	1,722.00	1,998.00
3.25	1,264.25	1,563.25	1,865.50	2,164.50
3.50	1,361.50	1,683.50	2,009.00	2,331.00
3.75	1,458.75	1,803.75	2,152.50	2,497.50
4.00	1,556.00	1,924.00	2,296.00	2,664.00
4.25	1,653.25	2,044.25	2,439.50	2,830.50
4.50	1,750.50	2,164.50	2,583.00	2,997.00
4.75	1,847.75	2,284.75	2,726.50	3,163.50
5.00	1,945.00	2,405.00	2,870.00	3,330.00
5.25	2,042.25	2,525.25	3,013.50	3,496.50
5.50	2,139.50	2,645.50	3,157.00	3,663.00
5.75	2,236.75	2,765.75	3,300.50	3,829.50
6.00	2,334.00	2,886.00	3,444.00	3,996.00
6.25	2,431.25	3,006.25	3,578.50	4,162.50
6.50	2,528.50	3,126.50	3,731.00	4,329.00
6.75	2,625.75	3,246.75	3,874.50	4,495.50
7.00	2,723.00	3,367.00	4,018.00	4,662.00
7.25	2,820.25	3,487.25	4,161.50	4,828.50
7.50	2,917.50	3,607.50	4,305.00	4,995.00
7.75	3,014.75	3,727.75	4,448.50	5,161.50
8.00	3,112.00	3,848.00	4,592.00	5,328.00